

Request for Proposals

For

Tobacco Control Program External Evaluator

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*from*  
*the County of Inyo*  
***Health & Human Services Department***

for the provision of Evaluation services  
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Application Deadline: November 6, 2020 by 5:00 p.m.

Applications received after 5:00 P.M. on November 6, 2020 will not be considered for funding.

Return RFP application to:

Eryn Clark
Inyo County Health & Human
Tobacco Education Program
568 W. Line Street
Bishop, CA 93514
(760) 872-0900
(760) 872-1623 fax

The resulting contract will be funded
through the Inyo County Department of Health and Human Services

GENERAL OVERVIEW

The Inyo County Department of Health and Human Services, hereinafter referred to as “County,” is requesting proposals to conduct evaluation activities related to the current 2017-21 Tobacco Control Plan. The County intends to award one contract to one applicant for an 18 month term beginning on or after July 1, 2020 and ending December 31, 2021.

- To register as an applicant, contact Eryn Clark at (760) 872-0900 and indicate your interest in the position prior to the proposal due date listed below. All registered applicants will be notified of amendments, responses to questions or alterations to the RFP.
- Proposals must be signed, dated and submitted no later than November 6th, 2020.
- One original and three copies of each proposal must be submitted to:

Inyo County Health & Human Services
C/O Eryn Clark
568 W. Line St.
Bishop, CA 93514

- For additional information, contact Eryn Clark at (760) 872-0900
- Clearly mark your submission envelope with the following: TOBACCO CONTROL EXTERNAL EVALUATOR

Proposed Timeline

Proposals Due:	November 6 th , 2020
Proposals Reviewed:	On or by November 20 th , 2020
Approval of Contract by Board of Supervisors:	On or around December 15 th , 2020
Commence Services:	Within 60 days of contract approval
Completion of Services:	By December 31, 2021

REQUEST FOR QUALIFICATIONS

INTRODUCTION

The County of Inyo is requesting proposals for the provision of Tobacco Control External Evaluator duties and deliverables as described herein. The County will consider proposals that provide the full scope of services, as specified herein. The County reserves the right to amend, alter, or change the rules and conditions in this RFP prior to the deadline for submission of proposals. Any revisions to the RFP will be accomplished through addenda or supplements to the RFP and shall become a part of the RFP. The County will not be responsible for any other

explanation or interpretation. All addenda will only be sent to persons and entities registered as applicants.

The California Tobacco Control Program (CTCP) is funded by the California Department of Public Health. For over 30 years, CTCP has led the fight to keep tobacco out of the hands of youth, help tobacco users quit, and ensure that all Californians can live, work, play, and learn in tobacco-free environments. It is the longest running, most comprehensive tobacco control program in the nation.

Since the inception of CTCP in 1989, smoking rates continue to decline. In fact, California has the second lowest adult smoking prevalence rate in the United States only following Utah. With the recent passage of laws increasing the age to buy tobacco products (Tobacco 21) and the tax on these products (Proposition 56), California continues to make great strides in the effort to end the tobacco epidemic by reducing access to tobacco products and tobacco paraphernalia to youth and young adults.

In response to the continuous need for preventative smoking services, during the 2017-2021 grant cycle, the County has selected the following objectives to reduce the harmful consequences of tobacco in Inyo County:

1. By December 31, 2021, the County of Inyo (unincorporated areas) will adopt a policy that establishes a minimum package or volume size for tobacco products and/or that eliminates the sale and distribution of individual or small unit packages of tobacco and/or electronic smoking devices (ESD).
2. By December 31, 2021, a minimum of 50% of businesses (100 out of 200 businesses) in the downtown districts of Bishop and Lone Pine will adopt a voluntary smoke-free policy that prohibits smoking within 20 feet or more of doorways, including electronic smoking devices (ESD) and marijuana.
3. By December 31, 2021, Inyo County Tobacco Prevention (Tobacco Prevention) will incorporate at least 3 new youth members in its Adult Coalition meetings, and together youth and adults will plan, prepare, and conduct at least 1 major community outreach activity to reach priority populations in Inyo County with tobacco prevention information, specifically Lone Pine (rural, low socioeconomic status (SES) population). Tobacco Prevention will seek to obtain a 90% satisfaction level from all coalition members, and all coalition members will participate in at least 2 coalition and/or workplan activities per year.
4. By December 31, 2021, at least 4 health care systems and/or social service agencies serving low socioeconomic status (SES) clients, behavioral health clients, and veterans in Inyo County, such as Alcohol/Drug Programs, Mental Health Programs, Employment/Eligibility Programs, First 5, Veterans Services, and Rural Health Clinic, will adopt and utilize the Ask/Advise/Refer protocol to assess the smoking/chewing status for all clients upon intake and provide referrals to resources for clients who smoke or chew tobacco, including the California Smokers' Helpline cessation services and any local evidence-based cessation programs. This intervention will result in an increase in the number of calls made to the California Smokers' Helpline from Inyo County residents by 15% from 21 total calls in 2016-17 and an increase in attendance at local evidence-based cessation programs by Inyo County residents to 10 participants from 0 participants.
5. By December 31, 2021, convene coalition, organization and community members that are widely representative of the County of Inyo to participate in 5-10 virtual meetings and/or

calls, to complete the Communities of Excellence (CX) needs assessment process and develop the LLA 2022-2025 scope of work (SOW). At least 80% of participants will rate their participation experience with the CX process and SOW development as “good” or “very good.”

6. Conducting Key Informant Interviews (KIIs) are recommended in order to determine the community or communities’ level of readiness to work on the End Commercial Tobacco Campaign required objective for the 2022-2025 Local Lead Agency (LLA) Plan period. It is also recommended that these KIIs be done prior to or as part of the Communities of Excellence (CX) Needs Assessment process to aid in the rating of the End Commercial Tobacco Campaign CX Indicators. More information about the End Commercial Tobacco Campaign, the qualifying indicators, and requirements for the LLA 2022-2025 workplans will be shared in the Fall of 2020.

TOBACCO CONTROL PLAN EXTERNAL EVALUATOR DUTIES/DELIVERABLES

1. Service Delivery Requirements:

Under the direction of the County’s Project Director and Internal Evaluation Coordinator, the External Evaluation (EE) Contractor will provide services for planning evaluation activities, evaluation study design, implementing activities such as development of data collection instructions, data collection training and protocols, sampling methodology, data analysis, report writing, and outcome evaluation. The EE assists with and reviews case studies and other evaluation data collection and reporting, including development of final evaluation and brief evaluation reports.

The following evaluation activities from our four objectives provide an overview of the tasks to be completed by the EE:

Objective 1 – Minimum Package/Volume Size

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop or adapt pre/post-tests and analyze results of pre/post-tests administered to participants in the Healthy Stores for a Healthy Community (HSHC) data collection and spokesperson trainings. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide and conduct 2 focus groups with parents and youth, separately, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Complete a media activity record to evaluate media pieces’ effectiveness at delivering/disseminating the message and to gauge the level of public support for HSHC campaign strategies.
- Maintain a public policy record to document policymaker support/opposition, key issues raised by policymakers and county staff, and other insights from public policy meetings.
- Work with youth and volunteers to conduct a public opinion poll with 75-100 respondents about knowledge, attitudes, and perception of the community regarding the retail environment. Collect data using a survey instrument developed by Tobacco Control Evaluation Center (TCEC) and electronic handheld devices. Use descriptive statistics to evaluate the public opinion poll. Prepare a brief report summarizing findings.

- Work with youth and volunteers to collect observation data at 31 tobacco retail stores. Collect data using a survey instrument developed by CTCP and electronic handheld devices. Use descriptive statistics to analyze HSHC third wave of store observation data. Prepare a brief report summarizing findings.
- Develop or adapt key informant interview questionnaires and conduct 5-20 key informant interviews pre/post-campaign. Prepare a brief report summarizing findings.
- Develop and administer a Community Readiness Survey to 25-30 tobacco retailers pre/post-campaign using an online format to assess attitudes regarding a minimum packaging policy. Prepare a brief report summarizing findings.
- Work with law enforcement and youth to implement a Young Adult Purchase Survey in 10-15 stores. Prepare a brief report summarizing findings.

Objective 2 – Smoke-free Entryways

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in data collection training. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide and conduct 2 focus groups with parents and youth, separately, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Complete a media activity record to evaluate media pieces' effectiveness at delivering/disseminating the message and to gauge the level of public support for smoke-free outdoor policies.
- Maintain a public policy record to document policymaker support/opposition, key issues raised by policymakers and city staff, and other insights from public policy meetings.
- Develop and conduct a public opinion poll with 150 respondents to collect data about community knowledge, attitudes, and perceptions regarding secondhand smoke, including electronic smoking device aerosol and marijuana smoke. Use descriptive statistics to evaluate the public opinion poll. Prepare a brief report summarizing findings.
- Develop or adapt key informant interview questionnaires and conduct 5-10 key informant interviews pre/post-campaign. Prepare a brief report summarizing findings.
- Develop or adapt a Community Readiness Survey and work with youth and volunteers to administer survey to 25-50 businesses pre/post-campaign using an in-person format to assess attitudes regarding a smoke-free entryways policy. Prepare a brief report summarizing findings.

Objective 3 – Youth and Adult Engagement

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop and collect coalition satisfaction surveys, from youth and adults, once per fiscal year assessing member diversity, functioning, and satisfaction.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in coalition training. Prepare a brief report summarizing findings.

- Develop or adapt a focus group guide and conduct 2-3 focus groups with youth coalition members once per fiscal year to gather feedback on youth coalition meetings, activities, and advocacy. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide that will ask questions related to youth-oriented tobacco prevention. Conduct 2 focus groups with adults and youth, separately, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Develop or adapt a Coalition Participation Tracking Form, including youth and adult participation, and use the forms to summarize the degree of coalition engagement and involvement in intervention activities. Prepare a report summarizing coalition participation. Update once per fiscal year.
- Use TCEC's Asset Mapping Tool to facilitate 2 needs and asset assessments with 5-10 community members representing populations disproportionately affected by tobacco use.

Objective 4 – Tobacco Cessation

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in Ask/Advise/Refer training. Prepare a brief report summarizing findings.
- Develop and administer a Training and Technical Assistance survey to approximately 16 participants in trainings once per fiscal year using an online format to measure satisfaction with the training and technical assistance. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide and conduct 1-2 focus groups with 8-10 participants, including Spanish speaking participants, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Develop or adapt a Training and Technical Assistance tracking form for the project.
- Review records from the California Smokers' Helpline on the number of callers and the referral source and compare to intervention activities. Prepare a brief report summarizing findings.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in the tobacco cessation classes. Assess participants pre-intervention, post-intervention, at three months, six months, and one year after the course to assess the quit status of each participant. Use descriptive statistics to evaluate the courses and include a calculation to assess the cost effectiveness of cessation activities. Prepare a brief report summarizing findings.
- Develop or adapt key informant interview questionnaires and conduct 8-10 key informant interviews by phone or in person pre/post-campaign. Prepare a brief report summarizing findings.

Objective 5 – Communities of Excellence

- Utilizing an online instrument developed by the Tobacco Control Evaluation Center (TCEC), survey participants in the CX needs assessment process to assess overall satisfaction with the process and intent to engage in 2022-2025 program

activities. The survey will be administered to all CX needs assessment process participants. The survey results will be analyzed using descriptive statistics such as percentages, frequencies and means and summarized in a report.

Objective 6 – End Commercial Tobacco Campaign Planning Activity

- Use and/or adapt a survey instrument developed by the Tobacco Control Evaluation Center (TCEC), conduct 5 -20 Key Informant Interview surveys using face-to-face, virtual conferencing, or telephone, with a diverse group of people such as retailers and key decision makers (city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, advocacy organization leaders, health officer, etc.) to explore current knowledge and attitudes regarding End Commercial Tobacco campaign indicators. Qualitative analysis of interview results will be used to summarize and report interview findings. The results will be shared with project staff and coalition members and help focus the new End Commercial Tobacco campaign intervention objective requirement in the LLA 1/2022 – 6/2025 workplan.

2. Ability to Provide Required Deliverables:

In order to be an Evaluator for a CTCP-funded tobacco control program, all of the following requirements must be met. Evaluators must certify that they meet these qualifications when setting up their directory profile at the CTCP Tobacco Control Funding Opportunities and Resources (TCFOR) website

<https://tcfor.catcp.org/index.cfm?fuseaction=lped.home> , under the Local Program Evaluator Directory, which also identifies the complete list of required minimum education and experience levels. Minimum education and experience requirements for an evaluator include:

- Completion of at least one course in study design or at least one year of experience in determining the study design for an evaluation;
- Have intermediate or higher proficiency in calculating sample size, developing a sampling scheme, and determining appropriate data collection methods;
- Completion of one course in program evaluation or one year of planning and implementing a program evaluation;
- Have intermediate or higher proficiency in evaluating behavior change, policy, or media interventions;
- Completion of at least two intermediate courses in statistics;
- Have intermediate or higher expertise in using statistical software packages to analyze and interpret quantitative data.

3. Timely Implementation:

The successful applicant awarded the contract must be organized and ready to implement services within 60 days of contract execution. If additional time will be necessary for start-up of operations, the projected time frame shall be described in the applicant's proposal. The successful applicant will also be expected to complete all required activities before the contract expiration date.

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the applicant seeking to undertake the duties and produce the deliverables required under this RFP. The substance of proposals will carry more weight than their form or manner of presentation. The Proposal should include the following:

- A brief statement of the applicant's qualifications and experience that demonstrate the applicant's ability to conduct and complete the Tobacco Control External Evaluator duties and deliverables in a quality and timely manner.
- A positive commitment to perform the service within the time period specified.
- Two references, preferably from other local government agencies, that the applicant has provided evaluation services to during the past five (5) years. Include contact information: name, telephone number and email address of the principal client contact. Inyo County reserves the right to contact any or all of the listed references.
- A complete estimate and explanation of fees.
- Name(s) of person(s) authorized to represent the applicant, title, address, telephone number, email address and signature.
- Affirmative statement indicating the applicant's ability to enter into County of Inyo Standard Contract Number 116, with exceptions noted. Deviations from the Standard Contract will be subject to negotiation.

SELECTION METHOD

The principles of competitive negotiation will be followed by the County during the selection process. Therefore, the terms, service delivery method, and standards of performance are negotiable. Selection of the successful applicant will be made by a panel of HHS Executive and Program Managerial staff, and recommended to the Board of Supervisors for approval. Selection will be based on the following criteria:

SELECTION CRITERIA

1. Experience of applicant in the type of work required. **(30 points max)**
2. Capability or potential of the applicant to accomplish scope of work in the required timeframe: between 7/1/20 and 12/31/2021. **(10 points max)**
3. Satisfactory performance of the applicant on prior contracts, specifically related to prior completion of evaluation services, as demonstrated by references provided. **(30 points max)**

4. Compliance with requirements of this RFP and extent to which the proposal addresses the requirements outlined in the RFP. **(10 points max)**
5. Ability to enter into Standard County Contract. **(10 points max)**

Additional Points may be awarded for:

6. Prior experience delivering substantially similar services in the State of California. **(10 points max)**

SELECTION/CONTRACT AWARD PROCEDURES

Proposals should address the requirements stated in the selection criteria, and include all items listed in the Format of Proposal section.

The County of Inyo reserves the right to reject any and all proposals, or part of any proposal, to postpone the scheduled proposal deadline dates, to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal and that would not affect the applicant's ability to perform the work adequately as specified.

This solicitation in no way obligates the County to award a contract for the services described herein, nor will the County assume any liability for the costs incurred in the preparation and transmittal of proposals in response to this solicitation. The County reserves the right to reject any and all proposals, to reject any portion of a proposal, to negotiate and modify a proposal, and to waive any defects and irregularities in any proposal at the County's sole discretion. Furthermore, the County shall have the sole discretion to award a contract as it may deem appropriate to best serve the interests of the County of Inyo. In this regard, the County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, ability to enter into a standard Inyo County contract, references, and proposed fees. Awards will not be based on cost alone.

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate an applicant's references; contact any applicant to clarify any response; contact any current clients of the applicant; and solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the County.

If negotiations between the County and the highest ranked applicant are unsuccessful, the County will move on to negotiate with the next highest ranked applicant. The County may negotiate with multiple applicants simultaneously.

The County does not guarantee a minimum or maximum dollar value for any Agreement or Agreements resulting from this solicitation.

The selected applicant will be notified with a Letter of Intent to Award as a beginning the contracting process, but all agreements are not final until approved and fully signed by the Inyo County Board of Supervisors.

Appeal Procedure

Recommendations or decisions may be appealed by writing a letter to the Inyo County Administrator, detailing the basis of appeal. Appeals must be filed within 72 hours of receiving notification of the recommendation for award of the contract, or prior to actual contract award by the County of Inyo Board of Supervisors, whichever occurs first.

Proposal Confidentiality

Proposals must be maintained as confidential until recommendation is submitted to the County of Inyo Board of Supervisors regarding the award of the contract(s). At that time, all proposals will become public record, except for any financial and proprietary information.

CONTRACT INFORMATION

Type of Contract

The proposal shall be for a fixed-fee contract. Proposals may be negotiated to determine reasonableness of cost. All contracts shall be enforced as performance agreements. A sample County of Inyo Standard Contract Number 116 (Independent Contractor) is attached hereto as Exhibit A.

Award of Contract and Commencement of Work

Award of a contract is contingent on successful negotiation of a contract and successful resolution of any appeals. The County shall have no contractual or other obligations pursuant to this RFP to a contractor under any successfully negotiated contract until the Inyo County Board of Supervisors has approved the contract. All applicants shall be notified of the decisions, as well as the date and time of any public hearing on the proposed contract.

Non-Appropriation

All funds for payment by County under any contract entered into as a result of this proposal are subject to the availability of an annual appropriation for this purpose by the State of California and the County of Inyo. In the event of non-appropriation of funds for the services provided under resulting contracts, the County will terminate said contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for

the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of resulting contracts, cancellation shall be accepted by contractors on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under the contract beyond the date of termination of funding.

EVALUATION OF THE CONTRACTOR'S PERFORMANCE

Performance evaluation criteria and outcome measurements may be established at the time of contract negotiation. However, applicants should assume that at a minimum, County will perform quality control reviews to determine contract compliance as well as periodic reviews of contractor's statistical data to confirm accuracy.

*Application Packet Cover Page
for the*

Tobacco Control Program External Evaluator Inyo County Health & Human Services Public Health & Prevention Division

To: Eryn Clark
Inyo County Health & Human Services
Tobacco Education Program
568 W. Line St
Bishop, CA 93514
(760) 872-0900
(760) 872-1623 fax

Name of Applicant: _____

Mailing Address: _____

Telephone: _____ **FAX:** _____

E-mail address: _____

I certify to the best of my knowledge and belief that the information in this application packet is true and correct.

Signature

Date

Printed/Typed Name

AGREEMENT BETWEEN COUNTY OF INYO

**AND _____
FOR THE PROVISION OF _____ SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the _____ services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by _____, whose title is: _____. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed _____ Dollars

(\$ _____) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
_____	Department
_____	Address
_____	City and State
Contractor:	
_____	Name
_____	Address
_____	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS