

**COUNTY OF MARIN**



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICES**

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**REQUEST FOR PROPOSALS (RFP)**

**Friday Night Live/Club Live**

**RFP-HHS-2026-12**

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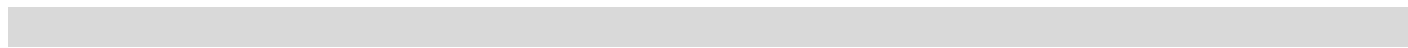
**DATE ISSUED:** **June 15, 2026**

**DEADLINE FOR SUBMISSIONS:** **July 15, 2026 – By 3:00pm PST**

The County of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, national origin, citizenship status, genetic information, gender identity and expression, AIDS/HIV, medical condition, political affiliation, military or veteran status, or status as a victim of domestic violence, assault, or stalking in employment or in its educational programs and activities. Requests for disability accommodations may be made by phoning (415) 473-4381(Voice), CA Relay 711 or by e-mail at [disabilityaccess@marincounty.gov](mailto:disabilityaccess@marincounty.gov).

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<b>FRIDAY NIGHT LIVE/CLUB LIVE</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>



## I. BACKGROUND

### A. County of Marin Department of Health and Human Services

Marin County is located in the San Francisco Bay Area, immediately north of the Golden Gate Bridge. Covering 520 square miles, the County is home to approximately 262,321 residents. Most residents live in urban areas along the Highway 101 corridor within 11 incorporated cities and towns, while rural communities are primarily located in West Marin.

Marin County has one of the highest median household incomes among California's 58 counties. According to the [2022 County Health Rankings & Roadmaps](#) report by the University of Wisconsin and the Robert Wood Johnson Foundation, Marin ranks among the healthiest counties in the state, scoring highly in areas such as quality of life, clinical care, and social and economic factors. At the same time, the [Race Counts](#) report identifies Marin as having some of the largest racial disparities in California across health, housing, income, and education.

The Department of Health and Human Services (HHS) is committed to promoting and protecting the health, well-being, self-sufficiency, and safety of all Marin County residents. HHS plays a critical role in providing safety net services, including those for individuals who are uninsured, enrolled in Medi-Cal or Medicare, or in need of crisis services.

The [2025–2028 HHS Strategic Plan](#), Future Forward: Redefining Health and Wellness in Marin County, outlines key priorities and commitments to guide the department's work. The plan emphasizes:

- Using data to identify and address disparities
- Engaging communities in shaping solutions
- Supporting staff and partners in delivering culturally responsive services
- Collaborating across sectors to reduce barriers and promote equity-driven change

These commitments are organized around five strategic priorities:

1. **Advance Racial Equity** – Lead with race to address and reduce systemic disparities
2. **Improve Community Conditions and Services** – Expand access to inclusive, place-based services
3. **Foster Community Partnerships** – Strengthen collaboration and trust with community organizations
4. **Optimize Workforce** – Build and support a diverse, resilient HHS workforce
5. **Boost Data Collection and Analysis** – Leverage data to support equity and continuous improvement

This strategic plan reflects both the department's ongoing efforts and the input of community members, staff, and partners. It builds on prior achievements while setting a course for equitable and effective health and human services delivery throughout Marin County.

### B. Background: Division of Behavioral Health and Recovery Services and Division of Public Health– Substance Use Prevention

The Marin County Department of Health and Human Services provides a continuum of substance use prevention, intervention, treatment, and recovery support services. The Department works with community partners to shift social norms, reduce stigma, and promote understanding of substance use as a health condition rather than a behavioral problem.

Primary prevention services play a critical role within the Division of Behavioral Health and Recovery Services (BHRS) continuum of care and Division of Public Health. Primary prevention focuses upstream by addressing the social, environmental, and community conditions that influence substance use before it begins. These strategies aim to strengthen protective factors that support healthy youth development while reducing conditions that contribute to substance use.

Funding for this Request for Proposals (RFP) is provided through the federal Substance Use Prevention and Treatment Block Grant (SUBG) administered by the California Department of Health Care Services (DHCS). SUBG funding supports state and local efforts to implement evidence-informed substance use prevention strategies and strengthen prevention systems at the community level. SUBG-funded prevention efforts must align with the priorities outlined in the DHCS Substance Use Prevention Plan (SUPP), which emphasizes strategies that delay the initiation of substance use among youth and address the individual, social, environmental, and community conditions that influence substance use behaviors.

Youth substance use remains a significant public health concern both statewide and in Marin County. According to the 2023–2025 California Healthy Kids Survey (CHKS), 26% of Marin 11th graders report current alcohol use and 16% report binge drinking, while 22% report current marijuana use — with first use most commonly beginning between ages 13 and 16. Vaping affects 14% of 11th graders, with many using devices for both nicotine and marijuana. Of particular concern is a declining perception of harm: only 22% of 11th graders view occasional marijuana use as greatly harmful, down from 38% in 7th grade. Additionally, 39% of 11<sup>th</sup> graders report alcohol is “very easy” to obtain, with 39% reporting the same for marijuana. Early initiation of substance use is associated with increased risk of substance use disorder and other health and social consequences later in life, making community-wide prevention efforts across school and community settings essential.

Marin County recognizes that effective prevention requires coordinated action across multiple sectors, including schools, youth-serving organizations, healthcare providers, parents and caregivers, community-based organizations, local governments, and youth themselves. Marin County supports several collaborative prevention initiatives that strengthen community prevention infrastructure, including the Marin Prevention Network, OD Free Marin, and Community Resiliency Teams.

This RFP is specifically designed to solicit an applicant to establish, coordinate, and implement youth-led, school-based prevention efforts throughout Marin County through the Friday Night Live (FNL) and Club Live (CL) programs. FNL/CL programs represent a core component of Marin County’s school-based youth prevention strategy, complementing evidence-based prevention programming delivered by the Marin County Office of Education (MCOE) and broader community and environmental prevention efforts supported through a separate SUBG RFP.

The Friday Night Live (FNL) program is California’s leading youth development and substance use prevention program for high school-aged young people. Developed in 1984 by the California Department of Alcohol and Drug Programs, FNL has grown to operate in more than 50 of California’s 58 counties across 600 or more sites, including schools and community-based settings. FNL is built on a positive youth development framework grounded in the belief that young people thrive when they are provided with meaningful support, opportunities, and relationships. The program is driven by youth-adult partnerships that engage youth as active leaders and resources in their communities — not just as recipients of prevention services. Through chapter meetings, community service projects, campaigns, and advocacy, FNL youth build leadership, civic engagement, and social-emotional competencies while working to change the community conditions that contribute to substance use. FNL is listed on the DHCS Substance Use Prevention Evidence Registry (SUPER) as an evidence-informed youth prevention program.

Club Live (CL) is an extension of the Friday Night Live program designed for middle school-aged students. CL fosters resiliency and protective factors during a critical developmental window by engaging younger adolescents in action-oriented chapters that promote positive peer influence, school connectedness, and early leadership development. Like FNL, CL chapters meet regularly on school campuses and engage youth in community service and advocacy projects tailored to middle school settings.

Together, FNL and CL programs:

- Engage youth as active leaders and resources in their schools and communities
- Build leadership, advocacy, and social-emotional competencies through activity-based learning

- Promote peer-oriented, youth-driven prevention through chapter meetings and community projects
- Foster goal-directed, action-oriented approaches to environmental prevention
- Provide conferences, trainings, and networks for youth to develop leadership skills and connect with peers statewide
- Reach diverse ethnic, racial, and social groups with broad community appeal
- Encourage youth to care about each other, their schools, and their communities
- Support youth-adult partnerships that strengthen both individual youth development and community-level prevention

The California Friday Night Live Partnership (CFNLP) provides statewide leadership, technical assistance, and program resources — including the California Friday Night Live Roadmap Guide — to support county-level FNL and CL implementation. For more information, visit: <http://www.fridaynightlive.org/>

Collaborative proposals that show a strong inter-agency partnership to develop a robust program that does not lead to duplicative or fragmented services are highly desirable.

When preparing a proposal in response to this request, please:

- Carefully read the entire RFP document before you start, and make sure that all procedures and requirements of the RFP are accurately followed and addressed.
- Review answers to questions posted by proposers (Pre-Submittal Conference and/or questions and answers from website), as noticed in this document.
- Carefully review the entire proposal prior to submittal and use the checklist provided in this RFP to make sure everything has been completed as instructed.
- Submit a complete proposal by the required deadline.

## II. PROJECT DESCRIPTION AND EXPECTATIONS

### A. Project Period

All contracts will be awarded on a competitive bid basis. The anticipated contract period is September 1, 2026 through June 30, 2027. The County may, at its sole discretion, renew the contract(s) for up to two (2) additional one-year periods, subject to funding availability, satisfactory performance, and County approval. Annual renewals will depend on demonstration of measurable progress toward prevention goals, compliance with SUBG requirements, and continued availability of funding.

### B. Available Funding

The County anticipates allocating approximately \$50,000 annually to support Friday Night Live and Club Live chapter coordination through this RFP. The anticipated annual funding is as follows:

- FY 2026–27: \$50,000
- FY 2027–28: \$50,000
- FY 2028–29: \$50,000

### C. Target Population

Programs funded through this RFP should focus on preventing or delaying the initiation of substance use among youth in Marin County. The primary target populations for FNL and CL chapters are:

- Middle school-aged youth (Club Live)
- High school-aged youth (Friday Night Live)

Applicants should prioritize schools and communities that report disproportionately high levels of: 1) easy access to and use of alcohol and/or marijuana; 2) low perceived risk of alcohol use, binge drinking, and/or marijuana; and/or 3) early initiation and use of substances, including prescription drugs and opioids. Consideration of schools with a high percentage of newcomer students is also desired.

Chapters must be distributed countywide, with a minimum of three (3) new or existing FNL/CL chapters across geographically diverse school communities in Marin County. Applicants should demonstrate how their outreach and chapter development strategy will ensure equitable reach across communities, including those experiencing health, social, or economic disparities. Strategies that engage trusted community partners to increase access and ensure culturally responsive approaches are strongly encouraged.

#### **D. Project Description**

This funding is intended to support organizations to reduce substance use and misuse by: a) coordinating and sustaining FNL and CL chapters that engage youth and adult allies in youth-led projects and initiatives that impact the environments contributing to underage substance use; b) providing ongoing training and technical assistance to chapters and adult allies consistent with the California Friday Night Live Roadmap Guide and CFNLP standards; and c) building the capacity of youth to use data, community organizing, and advocacy to promote lasting environmental change in their schools and communities.

Supporting youth-driven school and community efforts is a core principle of all Friday Night Live programs. Engaging youth in creating change around issues that directly affect them strengthens positive youth development and benefits adults, organizations, and communities alike. Youth provide valuable insight, perspective, and lived experience, and their meaningful engagement ensures that prevention efforts are relevant, credible, and effective.

#### **Chapter Coordination Requirements**

Organizations receiving funds are expected to coordinate and provide training and technical assistance to a minimum of three (3) new or existing FNL/CL chapters distributed to ensure countywide reach. Selected chapters should provide youth with meaningful leadership opportunities to work within their schools and communities to identify and address local substance use concerns.

All FNL and CL chapters are expected to develop and implement environmental prevention strategies grounded in a community systems perspective — one that views a community as a set of persons engaged in shared social, cultural, political, and economic processes. Environmental strategies are based on the understanding that substance use is shaped by multiple environmental conditions and circumstances, and that effective prevention requires intervention across various facets of community life to generate positive, lasting changes to local policies, organizational practices, law and policy enforcement, and sustained community effort over time.

Funds under this grant may not be used for activities or interventions directed at specific individuals or small groups. The primary purpose of this funding is to engage youth as leaders in environmental prevention efforts that reduce and prevent youth substance use and misuse at the community level.

#### **Collaboration and Coordination**

Marin County's prevention system is most effective when funded programs work in coordination with one another and with established prevention partnerships across the county. Organizations funded through this RFP are expected to actively collaborate with the following partners:

Marin Prevention Network:

Funded organizations must participate in MPN meetings. The Marin Prevention Network is a collaboration of community coalitions, organizations, and individuals working to change the norms, policies, and laws that affect the

availability, promotion, sale, and use of alcohol and other drugs. More information is available at: <https://marinpreventionnetwork.org/>

#### OD Free Marin

Funded organizations are expected to coordinate with OD Free Marin initiatives where appropriate to align youth prevention efforts with broader overdose prevention strategies across the county.

#### Community Resiliency Teams (CRTs)

Funded organizations are expected to engage and coordinate with local Community Resiliency Teams to strengthen the school and community connections that support youth prevention efforts.

#### SUBG Primary Prevention Contractors

Organizations funded through this RFP are expected to actively coordinate with other SUBG-funded primary prevention contractors in Marin County, including the Marin County Office of Education (MCOE) and organizations funded through the complementary SUBG Primary Prevention Initiatives RFP, to align strategies, share lessons learned, avoid duplication of effort, and strengthen the overall prevention system.

#### Staffing

Each applicant should identify a new or existing staff position responsible for chapter coordination, communication with the Department of Health and Human Services, participation in the Marin Prevention Network, completion of reporting requirements, and assurance of project implementation. An existing staff person may be identified with hours extended or duties reassigned to accomplish this role.

### E. Intended Outcomes, Goals, or Objectives:

Funded organizations are expected to demonstrate progress toward the following outcomes:

#### Youth Leadership and Engagement

- Increased number of active FNL and CL chapters distributed across Marin County
- Youth participants demonstrate increased knowledge of environmental prevention strategies and their role in community change
- Youth participants report increased leadership skills, civic engagement, and sense of connection to their school and community
- Chapters reflect broad and equitable reach across diverse ethnic, racial, and social communities

#### Environmental and Community Prevention

- Each chapter develops and implements at least one environmental prevention strategy aimed at changing community norms, policies, organizational practices, or conditions that contribute to youth substance use
- Measurable progress toward at least one school or community-level change (e.g., policy adoption, increased enforcement, changes in community norms or access to substances)
- Youth-led campaigns or initiatives that promote healthy norms and shift peer and community perceptions related to substance use

#### Chapter Development and Program Fidelity

- A minimum of three (3) FNL/CL chapters coordinated and supported countywide, with training and technical assistance provided consistent with the California Friday Night Live Roadmap Guide
- Adult allies receive training and support to effectively partner with youth in chapter activities
- Chapters participate in available FNL/CL conferences and leadership development trainings

#### Systems Coordination and Collaboration

- Active participation in the Marin Prevention Network, including applicable Action Teams

- Demonstrated coordination with OD Free Marin, Community Resiliency Teams, MCOE, and other SUBG-funded prevention contractors to align efforts and avoid duplication
- Contribution to a shared countywide prevention strategy through participation in cross-sector partnerships and collaborative planning

Applicants should define clear goals and SMART objectives — Specific, Measurable, Achievable, Relevant, and Time-bound — with clear links to the outcomes listed above. They should also identify measurable indicators that demonstrate program reach, engagement, and progress toward these defined outcomes.

Contractors may also be required to report on performance measures mutually identified with Marin HHS and in alignment with a Results Based Accountability framework. Specific measures will be identified and included as part of the contract negotiation and execution processes.

#### **F. Reporting and Performance Requirements**

The contractor will be required to meet mutually developed reporting requirements, including but not limited to, monthly ECCO reporting on SUBG primary prevention set-aside-funded activities, completion of an annual report, completion of a cost report, and participation in an annual Provider Self-Audit, fiscal monitoring and program site visit. The contractor is also responsible for program evaluation, fiscal record keeping, necessary audits and other assurances included in the Professional Services Contract and as required by the California Department of Health Care Services and Marin Department of Health and Human Services.

### III. REQUIREMENTS AND EXPECTATIONS FOR GRANTEES

If you are an organization that does not meet these requirements independently, consider partnering with an organization that does.

#### A. Summary of Contract Terms, Conditions and Requirements

The contractor shall be required to comply with the Americans With Disabilities Act of 1990, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations; this Request for Proposal [RFP-HHS-2026-12]; and the terms and conditions required by the original funding source for the programs and services described by this RFP and the terms and conditions of the County of Marin's Professional Services Contract. The County's Professional Services Contract contains specific provisions, including but not limited to nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. By submitting a Proposal, the applicant agrees to be bound by all terms and conditions of the County's Standard Professional Services Contract.

#### B. Insurance

The County requires that contractors carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as an additional insured, and specific language must be included on the signed endorsement to the policy. The required insurance coverage requirements include automobile insurance and is described in the County of Marin's Standard Professional Services Contract, attached hereto as Attachment C. Prior to submitting a proposal, it is strongly suggested that applying entities be certain of the ability to secure this insurance and the additional insured endorsement if they are awarded the contract. The County reserves the right to impose additional insurance requirements based on the type of service delivered, examples include but are not limited to cybersecurity liability insurance or sexual misconduct and molestation liability. If the Contractor's scope of work involves direct or incidental contact with minors, the Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

Insurance can be waived in some instances by submitting Exhibit C – attached to a Professional Services Contract. Some valid reasons for waiving insurance include:

- No employees/ sole contractor – Workers Comp can be waived
- Not driving on county business or on county property – Auto Insurance can be waived
- Not a certified/ licensed "professional" – certain professional liability can be waived

#### C. Administrative and Legal Requirements

1. Contractors will be paid on a monthly basis, following the submission of an invoice for services performed to County's satisfaction. Specific instructions will be provided to the contractor upon award of a contract. Services will be reimbursed for contracted services provided on the monthly invoices, not to exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the allocation will not be reimbursed.
2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.

3. Nuclear Free Zone: The County is a nuclear free zone, in which work on nuclear weapons or the storage or transportation of weapons-related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons contractor.
4. Non-Appropriations: The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.
5. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.
6. Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances:
  - a. Conflict of interest policy for staff and governing boards, if applicable.
  - b. Grievance procedure for customers and clients.
  - c. Does not discriminate against nor deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief.
  - d. Complies with the 1990 ADA, the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations.
7. Applicants must have proven fiscal capacity including capacity for fund accounting.
8. Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.
9. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.
10. Applicants must be eligible to receive Federal funds.
11. Applicants must comply with the Levine Act and all applicable laws regarding political campaign contributions.
12. Contractors must comply with all reporting requirements set forth by the Marin Department of Health and Human Services and the State Department of Health Care Services.
13. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.
14. If applicable, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later.

15. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Department of Health and Human Services, including outcomes and satisfaction measurements if applicable. Contractors must also comply with all reporting requirements set forth by the Department of Health and Human Services and the State Department of Health Care Services, including, but not limited to, completion of cost reports, annual provider self-audits and site visits.
16. Cultural Competency: All program staff shall receive at least four hours of in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training. Programs should implement National Culturally and Linguistically Appropriate Services (CLAS) Standards.

Applicants who do not meet these minimum requirements may be deemed non-responsive and may not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated and no score will be assigned.

#### IV. Tentative Time Schedule

All applicants are hereby advised of the following schedule and will be expected to adhere to the applicant- related deadlines below:

RFP Advertised	June 15, 2026
RFP Released to Prospective Applicants	June 15, 2026
Question/Answer Period Opens	June 15, 2026
Pre-Proposal Conference	July 1, 2026   11am-12pm
Question/Answer Period Closes	July 6, 2026   By 3:00pm
RFP Answers Posted	By July 8, 2026
RFP Due	July 15, 2026   By 3:00pm
Proposal Review and Selection Process	Week of July 20, 2026
Notification of Intent to Award	By July 31, 2026
Protest Period	Within 5 calendar days of Notice of Intent to Award Posted
Public Announcement	August 2026
Board of Supervisors/OCE contract approval*	September 1, 2026
Contract Start Date**	September 1, 2026

\*Date subject to Board of Supervisors schedule and County budget and contract processes.

\*\*Contract start date is contingent upon the approval of the Board of Supervisors.

#### V. PROPOSAL INSTRUCTIONS

In responding to the RFP (the submission is hereinafter referred to as “proposal”) use the outline as it appears below and label your responses accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Proposal Review Committee. A non-response will result in disqualification of the Proposal. Ensure that all applicable fields are completed and that the cover page is signed.

##### A. Cover Page (Attachment A – See template)

Complete and sign the attached Cover Page (Attachment A) to the County of Marin. Include (1) Legal Name of

Organization Submitting Letter of Interest, (2) Address, (3) Telephone Number and E-mail, (4) Contact Person, (5) Contact Person's E-mail Address, (6) Type of Organization, if applicable, (7) Federal Tax ID, and (8) Funding requested.

## B. Applicant Capability (Limit 3 pages per Program Proposal)

1. What is your experience with and current capacity to provide services through an equity and inclusion perspective which meets the diverse linguistic, cultural, gender and other needs of the target population, as appropriate?
2. Past and Current Experience: Describe your organization's direct experience in the following areas:
  - Utilizing environmental prevention strategies
  - Working collaboratively with youth in program planning, implementation and evaluation
  - Engaging with schools that are disproportionately affected by substance use and misuse. Relevant data regarding youth substance use and misuse can be found in the Substance Use Prevention Strategic Plan and California Healthy Kids Data
3. Training and Technical Assistance: Please describe the training and technical assistance that that you can provide to FNL/CL Chapters and their adult allies.
4. Collaborators: Please list any schools, agencies, organizations, individuals, etc. that you plan to partner with.

## C. Budget (No Page Limit)

Provide an itemized budget for Year 1-3 of the project including items such as staffing costs, supplies, etc. A sample blank budget sheet is provided as Attachment B.

For the staff position(s), List the position, including the FTE assigned to the project.

Indirect rates cannot exceed 15% of personnel and direct costs, unless you have a federally-approved indirect rate. If you have a federally approved indirect cost rate, attach it with the budget submission.

In scoring the budget, the County will also consider the completeness, appropriateness, relevance and cost effectiveness of the budget relative to the scope of work outlined in the RFP.

Provide a list of any other funding sources tied to this project.

## D. Non-Collusion Affidavit (Attachment E)

## E. Supplemental Materials (No Page Limit)

1. Staffing qualifications: please describe the specific qualifications of the proposed staff position(s) responsible for coordination of Marin County FNL/CL Chapters. In your response, be sure to include specific name (if hired), experience working with youth and adults as partners, language capabilities, and any other relevant skills or experiences. Please also attach the CV or resume of the proposed staff person. If there is not a staff person identified, please provide a position description (the CV/Resume is not included in page limit).

## VI. PROPOSAL SUBMISSION REQUIERMENTS

### A. General Policies

1. The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation, and submission of proposals.
2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The proposals will become the property of the County upon submission and may be subject to the terms of the California Public Records Act ("PRA"), as required by law.
4. By submitting an proposal, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the proposal submitted to the County, if applicant claims that such information falls within one or more PRA exemptions; that applicants must mark said proprietary information as "CONFIDENTIAL AND PROPRIETARY" and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County's deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County's deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorney fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by the applicants.
5. After submission of the proposal and closing of the proposal period, no information other than what is outlined in this RFP will be released, until an award becomes final.
6. The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms from both a technical and cost standpoint.
7. While it is the intention to award the contract to one applicant, the County reserves the right to split the award in any manner deemed most advantageous to the County. The County also reserves the right to increase or decrease the award amount.
8. The County reserves the sole right to interpret, change or terminate any provision of the RFP at any time prior to the submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFP. The County also reserves the right to accept and reject any or all of the RFP, cancel the RFP in whole or in part, or terminate the process and elect to operate by other means.
9. An applicant may not be recommended for funding, regardless of the merits of the proposal submitted, if it has a history of contract non-compliance with the requirements of HHS or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.
10. A proposal may be **immediately** rejected and disqualified for any of the following reasons:
  - a. The proposal is not received at the time and place specified in the RFP;
  - b. The proposal does not adhere to the required material elements of format and guidelines or substantive requirements set forth in this RFP;
  - c. Evidence indicates that the proposer, proposer's staff or consultants have in any way attempted to influence

the confidential nature of the review through contact with Marin County staff or members of the selection review committee.

## B. Submission Deadline and Format

### Submittal Requirements

The Marin County Department of Public Works has transitioned its bidding processes to the Bid Express® online platform. Please submit your proposal including all attachments by July 15, 2026 by 3:00pm PST. No verbal proposal will be considered.

Bidders can access current solicitations and a how-to guide for first-time Bid Express users County of Marin Bid Express home page at <https://www.bidexpress.com/businesses/53528/home> Bidders must register for a free Bid Express account to view project solicitations; download bid documents; see the plan holder's list and submit bid RFIs.

Submitted responses must include the form(s) provided with this solicitation package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must have a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered by the County of Marin Procurement Division.

Electronic submissions via Bid Express® OR one (1) written original (marked as such) and one electronic copy on a USB are due on July 15, 2026 by 3:00pm PST. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened.

Proposals shall be submitted electronically via BidExpress or in-person by an appropriate date/time. An acknowledgement email will be sent to you when your proposal has been received. If you do not receive an email indicating "Received" it is your responsibility by 24 hours from submission deadline to follow-up with staff at <mailto:Procurement@marincounty.gov> to confirm receipt. If you do not obtain a "Received" email and also do not follow-up, staff is not required to consider your submission.

### Delivery Address:

Marin County Department of Health and Human Services,  
C/O: David Lawlor  
3501 Civic Center Drive #304  
San Rafael, CA 94903

All proposals shall be clearly marked [RFP-HHS-2026-12] - Do Not Open" on the outside of the proposal package.

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County reserves the right to make multiple awards of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

1. Proposals must be received by the date and time recited above. It is up to the applicant to ensure that the proposal was received by the date and time recited above. Proposals, modifications, or corrections received after the deadline specified will not be considered, except if such modifications or corrections were at the

County's request.

2. Only Proposals submitted in the format described within this RFP will be considered. Proposals must be submitted via website and uploaded via PDF on standard 8-1/2" x 11", typed, in no less than 12-point typeface, with 1" margins and pages numbered consecutively. Must be in accessible format.
3. A proposal may be rejected if incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.
4. The County may in its discretion, accept or reject in whole or in part any or all Proposals, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in a proposal. The County's waiver of an immaterial defect shall in no way modify the Proposal requirements or excuse the applicant grantee from full compliance with the objective if awarded the contract.
5. The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The proposer is an independent solely responsible for proposer's acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit – Attachment E shall be signed and returned with the submitted proposal.

#### C. Contact between Applicant and County

- (1) **County staff contact:** During the period from issuance of this RFP and the award of the contract to a successful applicant, contact regarding the specific subject of this RFP between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFP, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFP. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents or contractors involved in or connected with this RFP process.
- (2) **Questions regarding the RFP:** To maintain a fair and impartial process, all questions regarding this RFP must be submitted in writing via the County's website and contain a contact name and address. All questions and responses will be available on the County's website on or before July 6, 2026. No telephone consultation will be provided. **Questions must be submitted via email to [Procurement@MarinCounty.Gov](mailto:Procurement@MarinCounty.Gov) or via BidExpress.**
- (3) **Pre-Proposal Conference:** There will be a non-mandatory pre-proposal conference at the date and time listed below. Attendance is optional and not a pre-requisite for submission of a proposal. All questions asked and answers given will be posted via the County website at <https://www.marincounty.gov/contracting-opportunities>

Date: July 1, 2026

Time: 11:00am – 12:00am PST

Location: <https://us06web.zoom.us/j/83444138424>

## VII. PROPOSAL REVIEW AND SELECTION PROCESS

### A. Proposal Review and Selection

HHS staff will conduct an initial technical review to ensure that the format requirements outlined in this RFP have been fulfilled. If any of the material format or substantive requirements is missing or incorrect, the proposal may be disqualified.

All proposals that pass the initial technical review will be submitted to a selection committee that shall evaluate and rank the proposals. The committee will be comprised of parties knowledgeable about the services sought by this RFP from diverse backgrounds, including persons with lived experience from the target population of this RFP, representatives from other county departments, representatives from local advisory boards or community based organizations, and/or any other individuals that HHS deems capable and appropriate for the selection of potential providers. The committee shall not include any potential contractors, and no committee member may apply or assist others in applying for this contract.

The purpose of the evaluation is to determine which applicants demonstrate the skills, expertise and experience to successfully perform the tasks specified in the RFP. Each committee member will read and score each proposal using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFP. A copy of the scoring instrument that will be used can be found in Attachment D. The County reserves the right to seek clarifying or additional information from applicants, potentially including site visits or agency interviews.

The committee will make an award recommendation to the Division Directors of Substance Use Services and Community Health and Prevention or the Director of Health and Human Services, or designee, who will make the final recommendation to the Marin County Board of Supervisors or County Administrator.

Prior to making an award, the County may choose to conduct interviews with applicants. The purpose of the interviews would be to ask follow-up questions that may arise from the review committee and collect any additional information not gleaned from the Proposals. The County may also request additional information necessary to determine the applicant's financial stability, ability to perform on schedule or willingness to incorporate additional features in the proposal, and any other relevant information necessary to make the award.

Once a decision is made, a Notice of Intent to Award will be emailed to all applicants evaluated by the committee.

## **B. Protest Procedure**

Within five calendar days of the issuance of a notice of intent to award the contract, any Applicant that has submitted a proposal may submit a written notice of protest. The notice of protest must include a written statement specifying in detail each and every ground asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Applicant must specify facts and evidence sufficient for the County to determine the validity of the protest.

### **Delivery of Protest:**

All protests must be submitted in writing and received within five calendar days of the issuance of a notice of intent to award by email to [Procurement@MarinCounty.Gov](mailto:Procurement@MarinCounty.Gov) or at the following address:

Marin County Department of Health and Human Services,  
C/O: David Lawlor  
3501 Civic Center Drive #304  
San Rafael, CA 94903

If a protest is mailed via U.S. Mail, it must be postmarked within 5 calendar days of the notice issuance. The Applicant bears the risk of non-delivery.

The protest will be forwarded, through the appropriate administrative channels, to the Director of the Marin County Department of Health and Human Services, or designee. The Department Director or designee may review the original RFP Proposal(s), the public notice, the Request for Proposal document, and the scoring instruments of the Proposal review committee, and any other document deemed appropriate. The Department Director or designee will provide a written response to the protest, including any action that will be taken, if applicable. The decision of the Department Director or designee shall be final.

### C. Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the County's Standard Professional Services Contract. At that time, the selected provider and the County may discuss adjustments to the budget and the scope of work. **No other provisions of the County's Standard Professional Services Contract will be negotiated.** Refer to Attachment C for a copy of the County's Standard Professional Services Contract.

The applicant grantee awarded a contract under this proposal process will be required to adhere to the reporting requirements set forth by HHS, as well as to provide any additional data needed to satisfy other County, state, or federal reporting requirements.

For the duration of the contract period, contract renewals are contingent upon the demonstration of progress in achieving measurable results to the County's satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding.

Award of a contract under this process does not preclude the County from conducting another RFP process for these services at a future date.

**ATTACHMENT D**

**SCORING INSTRUMENT FOR  
APPLICATION FOR FRIDAY NIGHT LIVE/CLUB LIVE**

AGENCY SUBMITTING PROPOSAL: \_\_\_\_\_

**Technical Proposal and Eligibility Elements: Reviewed By:**

Section	Criteria to consider	Pass	Fail
<b>Applicant Eligibility</b>	Application received on time		
	Applicant met minimum eligibility criteria		
<b>Technical Detail</b>	Within page limit requirements and appropriate formatting		
	All required attachments included		

Section	Criteria to consider	Points Available	Points Awarded
<b>A. APPLICANT QUALIFICATIONS</b>			
<b>A. Experience and Collaborators</b>	<ul style="list-style-type: none"> <li>• Demonstrated experience with and current capacity to provide services through an equity and inclusion perspective which meets the diverse linguistic, cultural, gender and other needs of the target population, as appropriate</li> <li>• Demonstrated experience collaborating with youth in program planning, implementation and evaluation</li> <li>• Demonstrated experience utilizing environmental prevention strategies.</li> <li>• Demonstrated experience engaging with schools that are disproportionately affected by substance use and misuse</li> <li>• Overall the application demonstrated their capacity and readiness to support Countywide implementation of FNL/CL.</li> </ul>	20	
<b>B. Training and Technical Assistance</b>	<ul style="list-style-type: none"> <li>• Demonstrated experience providing training and technical assistance that could be applicable to FNL/CL Chapters and their adult allies.</li> </ul>	10	
<b>C. Staffing qualifications</b>	<p><b>If applicant identified project staff:</b></p> <ul style="list-style-type: none"> <li>• Staff have qualifications, training and experience related to prevention.</li> <li>• Staff have qualifications, training, and experience related to working with youth and adults as partners</li> <li>• Overall, quality and relevant experience.</li> </ul> <p><b>If applicant does not have identified project staff, does the job description and qualifications reflect relevant experience to support implementation of FNL/CL.</b></p>	5	
<b>C. Budget</b>	Proposed 3 year budget attached; appropriate use of funds given proposed project activities outlined in RFP (e.g. appropriate staffing, distribution of funds)	5	
<b>Total</b>		40	

Additional Comments:

Reviewer's Name:

Signature:

**ATTACHMENT A**

**MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISIONS OF BHRS AND PUBLIC HEALTH**

**FRIDAY NIGHT LIVE/CLUB LIVE**

**RFP-HHS-2026-12**

**Legal Applicant Name:**

Organization Address:

Organization E-Mail:

Organization Telephone:

Proposal Contact Name:

Proposal Contact Email:

Federal Tax ID No.:

Type of Organization: \_\_\_ Non-Profit \_\_\_ For-Profit \_\_\_ Religious Organization \_\_\_ Other

Total Funding Requested (FY 2026-27 – FY 2028-29):

**Certifications**

I certify that to the best of my knowledge the information contained in this application is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I understand that final funding for any service is based upon funding levels and the approval of the Marin County Board of Supervisors.

I further certify that the costs of the proposed project can be carried by the applicant for at least 60 days at any point during the term of the contract.

Signature:

Date:

Name:

Title:

**COUNTY OF MARIN  
PROFESSIONAL SERVICES CONTRACT  
2012 - Edition 1**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following service: \_\_\_\_\_; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ \_\_\_\_\_ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on \_\_\_\_\_, and shall terminate on \_\_\_\_\_. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

**8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

**9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

**10. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

**12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

**13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

**14. APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

**15. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

**16. AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

**17. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

**18. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**19. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

**20. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

**Exhibit D - Debarment Certification**

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- The Contractor to this Contract and any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

**21. NOTICES:**

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: \_\_\_\_\_

Dept./Location: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Notices shall be given to Contractor at the following address(es):

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**22. ACKNOWLEDGEMENT OF EXHIBITS:**

Check applicable Exhibits

**CONTRACTOR'S INITIALS**

<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	
<u>OTHER REQUIRED EXHIBITS (HHS USE ONLY)</u>	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED BY  
COUNTY OF MARIN:**

By: \_\_\_\_\_  
Judy Arnold, President

=====

**COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)**

County Counsel: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR:

CONTRACT TITLE: BHSA Early Intervention for Youth

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
<b>General Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Automobile Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Workers' Compensation Insurance</b>	<input type="checkbox"/>		
<b>Professional Liability Deductible</b>	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.


Contract Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Extension: \_\_\_\_\_

Approved by Risk Manager: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT D: NON-COLLUSION AFFIDAVIT

NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: "I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."  
(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

\_\_\_\_\_  
Printed Name of Document Signer

\_\_\_\_\_  
Signature of Document Signer

## EXHIBIT M

### BUSINESS ASSOCIATE AGREEMENT (“BAA”)

The Contractor is a Business Associate (“BA”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and shall comply with the additional terms and conditions outlined in this Exhibit M to the \_\_\_\_\_ “Contract”). This BAA supplements, and is made a part of, the Contract by and between the County of Marin, referred to herein as the Covered Entity (“CE”) and \_\_\_\_\_, referred to herein as the Business Associate (“BA”), to which this Exhibit M is an incorporated attachment.

### RECITALS

**WHEREAS**, the County of Marin is either a CE, or BA of a CE, as each is defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act, as described below, and the related regulations promulgated by the United States Department of Health and Human Services (collectively, “HIPAA”) and, its implementing regulations regarding confidentiality and privacy of Protected Health Information (PHI) as defined herein.

**WHEREAS** the CE participates in quality measurement and improvement initiatives, including compliance with standards established by the National Committee for Quality Assurance (NCQA).

**WHEREAS**, the BA may assist the CE in complying with NCQA standards and submitting data for the Healthcare Effectiveness Data and Information Set (HEDIS) or other quality reporting initiatives.

**WHEREAS** the BA and CE acknowledge that the fulfillment of the Parties' obligations under this Agreement necessitates the exchange of, or access to, data including PHI, as defined herein.

**WHEREAS**, the Parties have entered or will enter into one or more agreements under which the BA provides or will provide certain specified services to the CE (collectively, the “BAA”).

**WHEREAS**, in providing services according to the BAA, BA will have access to PHI.

**WHEREAS**, by providing the services according to the BAA, the Contractor will become a BA of the CE as such term is defined under HIPAA.

**WHEREAS**, both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); including PHI related to lawful reproductive health care. This includes information about contraception, fertility treatments, and pregnancy-related care, and

**WHEREAS**, both Parties intend to protect the privacy and provide for the security of PHI disclosed to the BA according to the terms of this BAA, HIPAA, and other applicable laws.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by the CE to the BA under the BAA, the Parties agree as follows:

### I. Definitions.

- a. **Catch-all definition:** The following terms and others used in this BAA shall have the same meaning as in the HIPAA Privacy and Security Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, HHS Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. **“Access”** means the ability or the means necessary to read write, modify, or communicate data/information or otherwise use any system resource.
- c. **“Affiliate”** means a subsidiary or affiliate of a CE that is, or has been, considered a CE, as defined by HIPAA.
- d. **“Breach”** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- e. **“Breach Notification Rule”** means the portion of HIPAA outlined in Subpart D of 45 CFR Part 164.
- f. **“Business Associate” (BA)** a CE may permit a BA to create, receive, maintain, or transmit electronically protected health information (e-PHI) on the CE’s behalf only if the CE obtains satisfactory assurances, per §164.314(a), that the BA will appropriately safeguard the information.
- g. **“Confidential Information”** shall mean all non-public, medical, financial, and personal information in whatever form (written, oral, visual, or electronic) possessed or obtained by either party. Confidential Information shall include all information which,
  - i. either party has labeled in writing as confidential,
  - ii. is identified at the time of disclosure as confidential,
  - iii. is commonly regarded as confidential in the healthcare industry, or
  - iv. is PHI as defined by HIPAA.
- h. **“Covered Entity” (CE)** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR §160.103, and 42 CFR Part 2. For purposes of this Contract, this term is intended to mean the County of Marin.
- i. **“Data Aggregation”** shall be consistent with the meaning given to that term in the Privacy Rule, including, but not limited to, 45 CFR §164.501.
- j. **“De-Identify”** means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §164.514(a) and (b).
- k. **“Designated Record Set”** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501. B.
- l. **DHHS Secretary** means the Secretary of the U.S. Department of Health and Human Services.
- m. **“Electronic PHI” (e-PHI)** means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
- n. **“Healthcare Effectiveness Data and Information Set” (HEDIS):** is a comprehensive set of standardized performance measures developed and

maintained by NCQA that is used by health plans to measure and report on the quality of care and services provided to patients.

- o. **“Health Care Operations”** has the meaning given to such term under the Privacy Rule, defined in 45 CFR §164.501.
- p. **“HHS”** means the U.S. Department of Health and Human Services.
- q. **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- r. **“HITECH Act”** means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- s. **“Individual”** has the same meaning given to that term I in 45 CFR §164.501 and 160.130 and includes a person who qualifies as a personal representative per 45 CFR §164.502(g).
- t. **“National Committee for Quality Assurance” (NCQA)** Is an independent, non-profit organization dedicated to improving healthcare quality through evidence-based standards, performance measurement, and accreditation programs, including oversight of the HEDIS.
- u. **“Privacy Rule”** means that portion of HIPAA outlined in 45 CFR Part 160 and Part 164, Subparts A and E.
- v. **“Protected Health Information” (PHI)** has the meaning given to the term “protected health information” in 45 CFR §164.501 and §160.103, limited to the information created or received by BA from or on behalf of the CE.
- w. **“Reproductive Health Records”** HIPAA Privacy Rule supports reproductive health care privacy. The BA must comply with the requirements applicable to the CE’s obligation under the HIPAA Privacy Rule.
- x. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- y. **“Security Rule”** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- z. **“Technical Safeguards”** refers to the technology and the policy and procedures for its use that protect e-PHI and control access to it.
- aa. **“Unsecured Protected Health Information” (Unsecured PHI)** means any “protected health information” as defined in 45 CFR §164.501 and §160.103 that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals using a technology or methodology specified by the HHS Secretary in the guidance issued according to the HITECH Act and codified at 42 USC §17932(h).

## II. Permitted Use and Disclosures of PHI.

- a. **Permitted Uses.** BA shall not use PHI except to perform BA’s obligations under the Contract, as permitted under the Contract, and this BAA. Further, and notwithstanding anything to the contrary above, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so, used by CE. However, BA may use PHI (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 CFR §164.504(e)(2)(ii)(A) and §164.504(e)(4)(i)].

## III. Permitted Disclosures.

- a. BA shall not disclose PHI except to perform the BA’s obligations under the Contract and as permitted under the Contract and this BAA. Furthermore, the BA

shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so, disclosed by the CE. However, the BA may disclose PHI in the following circumstances:

- i. For the proper management and administration of the BA
  - ii. To carry out the legal responsibilities of the BA
  - iii. As required by law
  - iv. For Data Aggregation purposes for the Health Care Operations of the CE.
- b. If the BA discloses PHI to a third party, the BA must obtain, before making any such disclosure:
- i. Reasonable written assurances from the third party that PHI will be held confidential according to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party.
  - ii. A written agreement from the third party to immediately notify the BA of any breaches of confidentiality of the PHI, to the extent the third party knows of such breach [42 USC §17932; 45 CFR §164.504(e)(2)(i), 164.504(e)(2)(i)(B), §164.504(e)(2)(ii)(A), and §164.504(e)(4)(ii)].

**IV. Prohibited Uses and Disclosures of PHI.**

- a. The BA shall not use or disclose PHI for fundraising or marketing purposes. The BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested a special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates, as per 42 USC §17935(a).
- b. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of the CE and as permitted by the HITECH Act, 42 USC §17935(d)(2); however, this prohibition shall not affect payment by the CE to the BA for services provided according to the Contract.
- c. The BA will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. The BA will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, following §13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

**V. Sell or Exchange PHI for Remuneration.**

- a. The BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of HHS and as permitted by 42 U.S.C. §17935(d) (2).

**VI. Safeguards Against Misuse of PHI.**

- a. The BA will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Contract or this BAA and the BA agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of CE. The BA agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause BA to breach the terms of this BAA.

VII. **Reporting Disclosures of PHI and Security Incidents.**

- a. The BA will report to CE in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware. This report shall be made to the HHS Contract Manager, the HHS Compliance Privacy Officer, and the HHS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday, notice shall be provided by calling the HHS-IST Service Desk immediately. The BA agrees to report any such event no later than five (5) business days of becoming aware of the event.
  - HHS Compliance & Privacy Officer: [HHSCompliance@MarinCounty.Gov](mailto:HHSCompliance@MarinCounty.Gov)
  - HHS Information Security Officer: [HHS-CISO@MarinCounty.Gov](mailto:HHS-CISO@MarinCounty.Gov)

VIII. **Reporting Breaches of Unsecured PHI.**

- a. **Notification of Improper Access, Use or Disclosure and Breach.** Unless stricter reporting requirements apply under federal or state laws or regulations, other provisions of the Contract, or this BAA, the BA must report to the CE any unauthorized access, use, or disclosure of PHI suspected and actual breaches of PHI, and security incidents involving PHI.
- b. **Initial Notice.** An Initial Notice must be provided to the CE within five (5) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI. This includes any suspected or actual access, use or disclosure of data in violation of the Contract and this BAA and/or any applicable federal or state laws or regulations. The Initial Notice must include:
  - i. Date of incident
  - ii. Date of discovery
  - iii. PHI/data elements involved
  - iv. mode of disclosure (e.g. verbal, paper, electronic)
  - v. Circumstance of release
  - vi. Recipient
  - vii. Mitigation efforts
  - viii. Corrective action taken
- c. **The BA shall:**
  - i. Immediately investigate breaches and security incidents involving PHI,
  - ii. Take prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment.
  - iii. Comply with all relevant federal and state laws and regulations regarding unauthorized disclosure.
  - iv. The parties agree that the CE has the sole discretion to determine whether it will undertake such obligations on behalf of the BA and that, if it does, the CE has the right to require the BA to pay for any reasonable costs associated therewith. The BA shall provide notice to the CE as outlined in paragraph 6.
- d. **Complete Report.** A complete report must be submitted within ten (10) business days of the discovery. This report shall include any requirements not available at the time of the Initial Notice and a summary of the investigation. The summary should include an assessment of all known factors relevant to determining whether a breach occurred under applicable HIPAA provisions and/or other applicable laws. To the extent feasible, based on the investigation, the report

shall also include a Corrective Action Plan (CAP) with detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure. The BA shall provide any other reasonable and relevant requested information.

- e. **Notification of Individuals and Regulatory Agencies.** When the breach is caused by the BA or its subcontractor and applicable state or federal law requires notification to individuals and reporting of a breach or unauthorized disclosure of PHI, the BA shall provide the required notice and report according to the applicable state or federal requirements. Notifications must be made without unreasonable delay and in any event, no later than sixty (60) calendar days from notifying the CE of the breach.

**IX. Mitigation of Disclosures of PHI.**

- a. BA will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to BA of any use or disclosure of PHI by BA or its agents or subcontractors in violation of the requirements of this BAA. Sanctions and/or Penalties. The BA understands that a failure to comply with the provisions of HIPAA, the HITECH Act, and the HIPAA regulations that apply to the BA may result in the imposition of sanctions and/or penalties on the BA under HIPAA the HITECH Act.

**X. Agreements with Agents or Subcontractors.**

- a. **Flow-Down Obligations.** The BA will ensure that any agents or subcontractors with access to, or provided with, PHI agree in writing to the restrictions and conditions on the use and disclosure of PHI outlined in this BAA. They will also implement reasonable and appropriate safeguards to protect any electronic PHI created, received, maintained, or transmitted on behalf of the BA or, through the BA. The BA will ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.
- b. **HIPAA Privacy and Security Rules:** Adhering to all safeguards for the use, disclosure, and protection of PHI as outlined in 45 CFR Parts 160 and 164.
- c. **NCQA Standards:** Ensuring compliance with the NCQA standards for data accuracy, integrity, and security in quality reporting, including HEDIS metrics.
- d. **Minimum Necessary Standard.** Agents and subcontractors shall only access, use, or disclose PHI to the minimum extent necessary to perform their duties as required under this BAA, consistent with the “minimum necessary” standards in 45 CFR §164.502(b).
- e. **HEDIS Reporting and Data Use Requirements.** Agents and subcontractors shall comply with HEDIS reporting requirements and standards outlined by NCQA, including proper handling of data used for quality measurement and reporting. Timely and accurate submission of HEDIS metrics, where applicable. Use of de-identified data for reporting purposes, whenever feasible, per 45 CFR §164.514.
- f. **HEDIS-Specific Data Retention.** Records necessary for HEDIS reporting shall be retained in compliance with NCQA guidelines and made available to the CE or regulatory bodies upon request.

**XI. Audits, Inspection, and Enforcement.**

- a. Within ten (10) business days of a written request by the CE, the BA shall allow the CE to conduct a reasonable inspection of their facilities, systems, books,

records, agreements, contracts, policies, and procedures relating to the use or disclosure of PHI specified in this BAA. This inspection aims to determine whether BA has complied with this BAA, HIPAA, NCQA standards, and HEDIS reporting requirements. The following conditions apply:

- i. The BA and the CE must mutually agree in advance on the scope, timing, and location of such an inspection,
  - ii. The CE must protect the confidentiality of all the BA's confidential and proprietary information during inspection.
  - iii. The CE must execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by the BA.
- b. The fact that the CE inspects, or fails to inspect, the BA's facilities, systems, books, records, agreements, contracts, policies, and procedures does not relieve the BA of its responsibility to comply with this BAA. The CE's failure to detect or notify the BA of unsatisfactory practices does not constitute acceptance of such practice or a waiver of the CE's enforcement rights under the Contract or this BAA.
- c. The BA shall notify the CE within ten (10) business days of learning that the BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

**XII. Access to PHI by Individuals.**

- a. Upon request, and to the extent that the BA maintains a Designated Record Set, the BA agrees to provide the CE with copies of the PHI maintained by BA in a Designated Record Set. This must be done in the time and manner reasonably specified by the CE, enabling the CE to respond to an Individual's request for access to PHI per 45 CFR §164.524.
- b. If an Individual or their personal representative requests access to the Individual's PHI directly from the BA, the BA will forward that request to the CE within ten (10) business days. Any decision to disclose or not disclose the PHI requested by an Individual or their personal representative and complies with the requirements related to an Individual's right to access PHI, is the sole responsibility of CE.

**XIII. Amendment of PHI.**

- a. Upon request and instruction from the CE, and to the extent that the BA maintains a Designated Record Set, the BA will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, the BA as directed by CE in accordance with procedures established by 45 CFR §164.526. Any request by the CE to amend such information will be completed by the BA within 15 business days of the CE's request.
- b. If an Individual requests that the BA amend their PHI or record in a Designated Record Set, the BA will forward this request to CE within ten (10) business days. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and complies with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of the CE.

**XIV. Accounting of Disclosures.**

- a. The BA will document any disclosures of PHI it makes, as required by 45 CFR §164.528(a). It will also provide information related to these disclosures to the CE to enable them to respond to a request for an accounting of disclosures per 45

CFR §164.528. At a minimum, the BA will provide the CE with the following for any covered disclosures:

- i. The date of disclosure of PHI.
  - ii. The name of the entity or person who received PHI, and, if known, their address.
  - iii. A brief description of the PHI was disclosed.
  - iv. A brief statement of the purpose of the disclosure, including the basis for such disclosure.
- b. The BA will furnish the CE with this information within ten business days after receiving a written request from the CE. This is to allow the CE to make an accounting of disclosures as required by 45 CFR §164.528.
- c. If the CE elects to provide an Individual with a list of its BAs, the BA will provide an accounting of its disclosures of PHI upon the Individual's request, if and to the extent required under the HITECH Act or related HHS regulations. If an Individual submits an initial request for an accounting directly to the BA, the BA will forward this request to CE within ten (10) business days.

**XV. Availability of Books and Records.**

- a. The BA will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, to the Secretary of HHS upon reasonable request. This is to allow the determination of both the CE's and BA's compliance with HIPAA, and this BAA.

**XVI. Responsibilities of CE.**

- a. Regarding the use and/or disclosure of PHI by the BA, the CE agrees to:
- i. **Notify** the BA of any limitation(s) in its Notice of Privacy Practices per 45 CFR §164.520, to the extent that such limitation may affect BA's use or disclosure of PHI.
  - ii. **Notify** the BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the BA's use or disclosure of PHI.
  - iii. **Notify** the BA of any restriction to the use or disclosure of PHI that CE has agreed to per 45 CFR §164.522, to the extent that such restriction may affect the BA's use or disclosure of PHI.
- b. Refrain from requesting the BA to use or disclose PHI in a manner that would not be permissible under HIPAA if done by the CE, except for data aggregation or management and administrative activities by the BA.

**XVII. Data Ownership.**

- a. The BA's data stewardship does not confer data ownership rights on BA concerning any data the CE shared with the BA under the BAA, including all forms thereof.

**XVIII. Term and Termination.**

- a. This BAA will become effective on the date the Contract is executed and will remain in effect until all obligations of the Parties have been met under both the Contract and under this BAA.
- b. **Material Breach.** A breach by the BA of any provision of this BAA, as reasonably determined by the CE, shall constitute a material breach of the Contract, and

shall provide grounds for immediate termination of the Contract, notwithstanding any contrary provision in the Contract or this BAA. [45 C.F.R. §164.504(e)(2)(iii)].

- c. **Judicial or Administrative Proceedings.** The CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, HIPAA Regulations, or other security or privacy laws or (ii) there is a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws in any administrative or civil proceeding in which the BA has been joined.
- d. **Effect of Termination.** Upon termination of the Contract for any reason, the BA shall promptly return to the CE, or destroy all PHI received from or created by the BA on behalf of the CE that is maintained in any form. This obligation includes PHI used for compliance with NCQA standards and HEDIS reporting. If return or destruction is not feasible, the BA shall provide the CE with a written explanation of the reasons why return or destruction is not feasible. The BA shall extend the protections of Section 2 of this BAA to retained PHI, including compliance with NCQA standards for data handling and retention, and limit any further use or disclosure to those purposes that make the return or destruction of such PHI infeasible. If the CE elects destruction of the PHI, the BA shall certify in writing to the CE that such PHI has been destroyed [45 C.F.R. §164.504(e)(ii) (2)(I)].

**XIX. Effect of BAA.**

- a. This BAA is a part of, and subject to, the terms of the Contract. In the case of any conflict with any terms of this BAA, the terms of this BAA will govern. Except as expressly stated in this BAA or as provided by law, this BAA does not create any rights in favor of any third party.

**XX. Regulatory References.**

- a. A reference in this BAA to a section in the HIPAA regulations means the section is currently in effect or as amended.

**XXI. Indemnification.**

- a. In addition to any other indemnification and defense obligation under the Contract, the BA will indemnify, defend and hold harmless the CE and its employees, directors, officers, subcontractors, agents, and affiliates from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses, including reasonable attorney's fees, incurred by the CE from or in connection with any breach of this BAA, including non-compliance with HIPAA, NCQA standards, and HEDIS reporting requirements.

**XXII. Notices.**

- a. All notices, requests, demands, or other communications under this Contract must be made via either first-class mail, registered or certified mail or express courier, or electronic mail.

**XXIII. Amendments and Waiver.**

- a. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver concerning one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

XXIV. **HITECH Act Compliance.**

- a. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The HITECH Act sets forth provisions that significantly change the requirements for BAs and the agreements between BAs and CEs under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective. If the Parties are unable to reach an agreement on such a modification, either Party will have the right to terminate this BAA upon 30 days prior written notice to the other Party.

**EFFECTIVE DATE AND EXECUTION**

This BAA shall be agreed to and effective upon execution of the Contract number to which it is attached, as an Exhibit M, and is incorporated by reference thereto.

**Business Associate Representative:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**County of Marin Contract Manager or Designee:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_