

**Request for Proposals (RFP)**

For

**Fall Prevention services**

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

for the provision of fall prevention services to eligible participants.  
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**Estimated total available funds: \$ 129,375**

Deadline for submission of RFP:  
December 15, 2020 12:00 p.m. (noon)

*Applications received after 12 noon on 12/15/2020 will not be considered.*

*Return RFP to:*

Inyo County Health & Human Services  
P.O. Drawer H  
Independence, CA 93526  
(760) 878-0232  
(760) 878-0266 fax  
mbestbaker@inyocounty.us

This is a County of Inyo funded service  
through State Funds.

## **Introduction**

The County of Inyo Health and Human Services Department (HHS), consistent with Section IV.B. of the Inyo County Purchasing and Contracting Policy and Procedure Manual, is seeking a qualified entity who would be interested in providing the following services to seniors within Inyo and Mono counties:

- Information and education on injury prevention.
- Referral-related resources and services in the community.
- In-home environmental assessments.
- Instruction on behavioral, physical and environmental aspects of injury prevention.
- Purchase of injury prevention equipment.
- Purchase of injury prevention services including materials and labor

from January 1, 2021 to June 30, 2021. HHS has received funding to provide fall and injury prevention information, education, referral services, equipment, assessments, services, materials and labor costs to individuals who are sixty (60) years of age or have disabilities and whose adjusted household income does not exceed 80 percent of the area median income and who are at risk of falling or institutionalization.

The Contractor(s) selected to provide the service must be able to enter into a contract with the County of Inyo.

**To register as a proposed Applicant**, contact Melissa Best-Baker at (760) 878-0232 or [mbestbaker@inyocounty.us](mailto:mbestbaker@inyocounty.us) no later than December 1, 2020 to indicate your interest. All registered Applicants will be notified of amendments or alterations to the RFP. An Applicant is not required to register to submit a bid; however, an Applicant is required to register to be notified of amendments or alterations to the RFP, including frequently asked questions.

### ***Selected contractor will be expected to***

- A. Conduct an intake with each potential program participant to determine eligibility for purchased fall prevention services and complete an in-home environmental assessment (tool will be provided by the County);
- B. Information and education on injury prevention in Inyo and Mono counties;
- C. Referral-related resources and services in the community;
- D. Instruction on behavioral, physical and environmental aspects of injury prevention;
- E. Purchase of injury prevention equipment;
- F. Purchase of injury prevention services including materials and labor; and
- G. Collect, maintain and quarterly report program data (e.g. number of completed assessments, number of clients served, fall prevention equipment purchased, number of in-home assessments performed and other forms of programmatic data). Besides client specific data, compiled data to be reported is included on Attachment A

### ***The County will provide the following support for the identified contractor:***

- A. Provide in-home environmental assessment tool

- B. Advertising of above services through senior meals and newsletter
- C. Process invoices from the contractor in a timely manner.

### **Who Is Eligible to Apply?**

Established nonprofit agencies are eligible to apply. The Contractors selected to provide the service must be able to enter into a contract with the County of Inyo.

### **Submittal Requirements**

By **12:00 p.m. (noon) on Tuesday, December 15, 2020** application packets must be received in the Health & Human Services office at P.O. Drawer H, Independence, CA 93526, telephone (760) 878-0232 or [mbestbaker@inyocounty.us](mailto:mbestbaker@inyocounty.us) Application packets must include:

- ***Cover page*** (format attached)
- ***Brief (no more than three pages) narrative presentation***
  - Describing your experience providing similar services in Inyo and Mono counties
  - Describe your experience working with seniors
  - Describe your experience providing education and instruction on behavioral, physical, environmental aspects of injury prevention or similar topics
  - Describe your experience conducting environmental assessments
  - Describe your experience purchasing injury prevention equipment or services and providing them to residents
- ***Budget proposal***

### **Selection Process and Criteria**

Under the direction of the HHS Director, an Evaluation Committee will be convened to review applications. The committee will be responsible for identifying the best-qualified contractors for fall prevention services. Entities will be evaluated based on the following criteria:

- Completeness of application packet (10 points)
- Depth and breadth of experience in providing the 6 required activities (40 points)
- Ability to meet all of the required 6 required activities (40 points)
- Budget proposal within funding limitations (10 points)

The County reserves the right to select one or more Contractor based solely on submitted application packets and activities that they can complete or populations that they can serve. Interviews may or may not be conducted. The County reserves the right to reject all applications.

## Attachment A

<b>Caseload Statistics</b>	#
Total number of participants served	
Average age of participants	
Number of participants aged 60 and older served	
Number of participants who did not meet eligibility based on income	
Number of participants who did not meet eligibility due to low fall risk?	
What type of income verification was used to determine eligibility (tax return, bank accounts, etc.) List below:	
<b>Programmatic Services</b>	
In Home Assessments provided	
Home Modifications (rearranging furniture/securing cods, etc.) provided	
Information and education classes, sessions or presentations provided:	
Instruction on behavioral, physical and environmental aspects of fall prevention provided:	
Education documents distributed	
Referrals to other resources	
<b>Programmatic Purchases</b>	
Durable Medical Equipment (when NOT covered by insurance)	
Electrician services	
Eye Exams/Eye Glasses (when NOT covered by insurance)	
Floor Repair	
Grab Bars	
Hand Held Shower Heads	
Handrails (Indoor/Outdoor)	
Home Repairs (various)	
Lighting (lamps, night lights, other)	
Medication Management Items	
Non-Skid Surfaces	
Personal Emergency Response Systems (including remote fall detection devices)	
Poles	
Shower Seats	
Stair Railings	
Surge Protectors/Extension Cords	
Toilet Safety Frames	
Toilet Seat Risers	
Threshold Modifications (Ramps/Widened Entry ways/Other)	
Transfer Benches	
Other (please describe other purchases)	

*Application Packet Cover Page  
for*

**Fall Prevention services**

To:

Inyo County Health & Human Services  
P.O. Drawer H  
Independence, CA 93526  
(760) 878-0232

<b>Legal Name of Entity :</b> _____
<b>Physical Address:</b> _____
<b>Mailing Address:</b> _____
<b>Telephone:</b> _____ <b>FAX:</b> _____
<b>Primary Contact Person:</b> _____
<b>e-mail address:</b> _____

I certify to the best of my knowledge and belief that the information in this application and is true and correct and that submittal of this application has been authorized by the legal owner or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** fall prevention \_\_\_\_\_ **SERVICES**

**INTRODUCTION**

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from January 1, 2021 to June 30, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

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

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

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

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

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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



**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>Health &amp; Human Services</u>	Department
<u>P.O. Drawer H</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:

_____	Name
_____	Address
_____	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** fall prevention **SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** fall prevention \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** 1/1/2021      **TO:** 6/30/2021

**SCOPE OF WORK:**

- A. Conduct an intake with each potential program participant to determine eligibility for purchased fall prevention services and complete an in-home environmental assessment (tool will be provided by the County);
- B. Information and education on injury prevention in Inyo and Mono counties;
- C. Referral-related resources and services in the community;
- D. Instruction on behavioral, physical and environmental aspects of injury prevention;
- E. Purchase of injury prevention equipment;
- F. Purchase of injury prevention services including materials and labor; and
- G. Collect, maintain and quarterly report program data (e.g. number of completed assessments, number of clients served, fall prevention equipment purchased, number of in-home assessments performed and other forms of programmatic data).

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** fall prevention \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** 1/1/2021                      **TO:** 6/30/2021

**SCHEDULE OF FEES:**

To be determined by budget submitted will include supporting documentation for any purchased supplies and labor expenses.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** fall prevention \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** 1/1/2021 \_\_\_\_\_ **TO:** 6/30/2021 \_\_\_\_\_

**SEE ATTACHED INSURANCE PROVISIONS**