

# COUNTY OF MARIN



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

---

### REQUEST FOR PROPOSALS (RFP)

#### Mental Health Services Act Prevention and Early Intervention School Age Services for Shoreline School District

RFP-HHS-2018-03

---

**DATE ISSUED:** Thursday, March 1, 2018

**DEADLINE FOR SUBMISSIONS:** Thursday, April 12, 2018, 3:00 PM

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, or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

**Mental Health Services Act  
Prevention and Early Intervention  
School Age Services for Shoreline School District**

**DATE ISSUED:** Thursday, March 1, 2018  
**DEADLINE FOR SUBMISSIONS:** Thursday, April 12, 2018, 3:00 PM

**TABLE OF CONTENTS**

<b>I.</b>	<b>Background</b> <i>General background about the funding source.</i>	<b>3</b>
<b>II.</b>	<b>Project Description and Expectations</b> <i>Specific information about the funding available, the work being contracted for, and the expected impact.</i>	<b>4</b>
<b>III.</b>	<b>Eligible Bidders</b> <i>Who is eligible to apply for this RFP.</i>	<b>6</b>
<b>IV.</b>	<b>Tentative Time Schedule</b>	<b>7</b>
<b>V.</b>	<b>Application Instructions</b> <i>Specific instructions for developing a proposal.</i>	<b>7</b>
<b>VI.</b>	<b>Application Submission Requirements</b> <i>Specific instructions for formatting and submitting a proposal, as well as how to ask questions about the RFP.</i>	<b>10</b>
<b>VII.</b>	<b>Application Review and Selection Process</b> <i>Describes the County process for reviewing applications and notifying applicants of funding decisions, as well as appeal processes.</i>	<b>13</b>
<b>VIII.</b>	<b>Other Requirements and Expectations for Contractors</b>	<b>15</b>
<b>Attachments</b>		
	<b>A. Cover Page Form</b>	<b>20</b>
	<b>B. Scope of Work Template</b>	<b>21</b>
	<b>C. Budget Instructions and Budget Forms</b>	<b>22</b>
	<b>D. County's Standard Professional Services Contract</b>	<b>25</b>

**Use the Word and Excel versions of the application forms available at:**  
[www.marinhhs.org/rfp/2018-03](http://www.marinhhs.org/rfp/2018-03)

## **I. Background**

### **Mental Health Service Act (MHSA)**

In November 2004, California voters approved Proposition 63, the Mental Health Services Act (MHSA), intended to expand and transform county mental health services throughout California. While the proposition passed with 54% of the vote statewide, Marin County voted 63% in favor. The MHSA raises additional taxes for the State, which are then allocated to county mental health divisions.

The MHSA has five components: Community Services and Supports, Prevention & Early Intervention, Innovation, Capital Facilities & Technology, and Workforce Education & Training. Marin's MHSA Three Year Program and Expenditure Plan (July 2017-June 2020) can be viewed on the County website [www.marinhhs.org/mhsa](http://www.marinhhs.org/mhsa) or call **415.473.2543** to request a paper copy by mail.

### ***Mental Health Services Act Principles***

Prevention and Early Intervention transforms the mental health system to a “help first” rather than “fail first” approach by incorporating the following concepts:

- Community Collaboration to develop a shared vision for services
- Cultural Competence to effectively serve underserved communities
- Individual/Family Driven Programs that empower participants in their recovery
- Wellness Focus that includes concepts of resilience and recovery
- Integrated Service Experience that places mental health services in locations where participants obtain other critical services
- Outcomes-based Design that demonstrates the effectiveness of the services

### ***MHSA Prevention and Early Intervention projects are expected to:***

- Build on and help to coordinate the systems and services that already exist;
- Expand access to services for underserved communities;
- Implement evidence-based and promising practices that show results; and
- Provide services in community settings to increase access and reduce stigma.

### ***School Age Prevention and Early Intervention Program***

The purpose of the School Age Prevention and Early Intervention (PEI) Program is to reduce risks for developing signs of emotional disturbance and prevent impairment in functioning among K-8 students. There are currently School Age PEI programs in the Sausalito Marin City School District and Shoreline School District. Each of those is tailored to meet the needs in those districts. Strategies include:

- Identifying students who are at significantly higher risk than average of developing

- symptoms of an emotional disturbance, and may be at risk of school failure.
- Providing services that increase the students' protective factors and reduce the risk of developing signs of emotional disturbance.

**This PEI School Age Services RFP seeks to determine a provider for PEI services in the Shoreline School District.**

## **II. Project Description and Expectations**

### **A. Project Period**

The contract award will be made on a competitive bid basis. The anticipated contract period for the first year is 12 months from July 1, 2018 to June 30, 2019. The initial project period is two (2) years with contracts renewed annually contingent upon the demonstration of progress in achieving measurable results to the County's satisfaction, compliance with the policies and procedures set forth by the County of Marin Division of Behavioral Health and Recovery Services, the Mental Health Services Act (MHSA), and the availability of funding. Funding availability beyond the first two years will be subject to allocations as determined in Marin's MHSA Three Year Program and Expenditure Plan (FY2020-2023).

### **B. Available Funding**

The funding source is the Mental Health Services Act (Prop 63) Prevention and Early Intervention (PEI) component.

The County intends to fund one (1) applicant at a rate of up to \$110,000 for the first contract period. These estimates are contingent upon the anticipated funding being available. The County reserves the right to:

- Increase or decrease the estimated award/contract amount
- Fund the proposed program in whole or in part
- Split the award among more than one applicant
- Terminate or extend the program/contract based on funding availability

### **C. Population Served**

The target population is Kindergarten through eighth grade students (ages 5-14), and their families, in Shoreline School District.

The Mental Health Services Act is intended to expand and improve mental health services for communities that are currently unserved, underserved, or inappropriately served, including, but not limited to, Latino, Asian Pacific Islander, African American, English language learners, geographically isolated, and LGBTQ.

Providing culturally and linguistically competent services should be considered in determining staffing and program design.

Proposed programs do not need to serve all grade levels or all schools within the participating school district.

#### **D. Intended Outcomes**

The intended outcomes for School Age PEI are to reduce prolonged suffering by increasing protective factors and reducing risk factors. Assessments using validated tools, such as the Strengths and Difficulties Questionnaire, will be conducted when a student enters the program, at the end of each school term, and at the time of completing the program, at a minimum. Results for each student will be analyzed to measure amount of change over time. In addition, the applicant should work with partnering school districts to ensure school records for participating students can be compared for each student prior to entering the program and after completion of the program to assist with determining efficacy of the program.

The program is expected to achieve the intended results by implementing evidence-based practices or promising practices appropriate for the target population, or community-based practices that have some evidence of success in the population to be served, such as a track record of success, and/or the inclusion of key elements shown to be successful. For example, parent involvement is shown to be a key element in effectively working with youth in the area of mental health.

Implementing agencies will participate in regular PEI Committee meetings to develop collaborations, problem-solve implementation challenges, and assist in evaluation of PEI projects.

#### **E. Proposed Project/Scope of Work**

Identifying students at significantly higher risk of developing signs of emotional disturbance, those experiencing emotional disturbance, and those at risk of school failure. Students may be identified by Student Success/Study Teams (SST), Student Attendance Review Teams (SART) and Boards (SARB), counselors, teachers, and others based on indicators including attendance, school performance, emotional and behavioral factors, or other “red flags.” Identified students will be assessed for risk factors for developing signs of emotional disturbance, such as family history (i.e. family environment, adverse childhood experiences such as trauma and domestic violence, and having a family member with a serious mental illness), behavioral/functional challenges, and substance use.

Providing services that increase the students’ protective factors and reduce the risk of developing signs of emotional disturbance. The specific services will be determined through this Request for Proposal (RFP) process. Examples of services include, but are not limited to, collaborating with school staff to develop and implement prevention

activities, processes for identifying students/families needing services, and providing culturally appropriate and accessible early intervention services.

#### Linking students and families to the appropriate level of mental health services.

- PEI programs, and other risk reduction programs, are appropriate for individuals and families with risk factors.
- PEI programs, schools, community based providers, primary care providers and others may provide services for individuals/families with mild to moderate mental health concerns.
- Individuals experiencing symptoms of serious mental illness or serious emotional disturbance will be referred to Marin County Behavioral Health and Recovery Services (BHRS) or private health coverage.
- Individuals eligible for services through health coverage, including Medi-Cal, Early Periodic Diagnosis Screening and Treatment (EPDST), or private coverage will be referred to those resources.
- Families will be provided assistance with accessing mental health services they are referred to, such as making an initial appointment or providing a “warm hand off.”

### **III. Eligible Bidders**

#### **Applicant Eligibility**

Any nonprofit (501c3) or public service agency, including government agency, legally entitled to provide services in Marin County may apply. School districts are encouraged to partner with community providers, with the community provider serving as the lead applicant. Applicants shall include with the proposal a Memorandum of Understanding (MOU) with the participating school district(s). The MOU must describe the role and responsibilities of the school district and the role and responsibilities of the applicant in implementing the proposed program.

All applicants must document in the narrative that they meet the following minimum qualifications:

- (a) Experience providing similar services as those proposed;
- (b) Experience working with target population.

Should an applicant propose to collaborate or subcontract with another agency or individual legally entitled to do business in the State of California and possessing the necessary licenses and certifications, the applicant must include a letter of participation from the proposed entity(ies) and include the specific duties being proposed under the collaboration or subcontract. The contract amount shall be reflected in the Budget.

## 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	March 1-3, 2018
RFP Released to Prospective Applicants	Thursday, March 1, 2018
RFP Question Period Opens	Thursday, March 1, 2018
RFP Questions Due	Wednesday, March 28, 2018 - 3 pm
RFP Answers Posted	Friday, March 30, 2018
Proposals Due	Thursday, April 12, 2018, 3 pm
Evaluation and Scoring of Proposals	Late April 2018
Posting of Notice of Intent to Award	Early May 2018
Contract Start Date*	July 1, 2018

\* Contract start date is contingent on the meeting schedule of the Board of Supervisors and approval of the contract.

## V. Application Instructions

In responding to the RFP, 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.

<b>1. Cover Page (Attachment A) - 1 page limit</b>	<b>USE TEMPLATE PROVIDED</b>
--	------------------------------

The proposal shall be originally signed in blue ink on the Cover Page by the official authorized to bind the agency. The Cover Page must be completed and attached to the front of the proposal. Refer to **Attachment A** for the template that shall be used for the Cover Page.

<b>2. Applicant Capability - 3 page limit</b>
---

**A. Experience with services**

Describe the agency's conceptual approach to the services being solicited. Document all prior experience in the provision of similar programs or activities as those proposed. Describe the agency's existing services and how they would relate to the proposed service.

B. Experience with target communities

Describe previous experience with providing services to the diverse ethnic, linguistic and cultural population(s) who will be served under this program.

C. Experience with local community

Describe previous experience with providing services in Marin County. Describe previous experience with collaborating with schools.

D. Organizational structure

Include an organizational chart for the entire legal entity, showing how the new program would fit into the existing organization. (Attachment – no page limit)

<b>3. Description of the Proposed Project – 4 page limit</b>
--

A. Priority Populations

1. Describe the population expected to be served by this program including:
  - Demographics: race, ethnicity, language, age, gender, sexual orientation, income, etc.
  - Target risk factors and eligibility for PEI services.
  - Schools and grade levels to be served.
2. How will you ensure that target populations will be served, such as ensuring accessibility and providing outreach to the target populations.
3. Are the programs accessible for the Physically Disabled?

B. Program Activities

1. Describe mental health related services currently provided to the target population, especially through the participating schools. This may include school climate efforts, risk identification processes, risk reduction efforts, intervention services, and linkages to needed behavioral health services.
2. Describe the gaps in mental health services available for the target population. This may include gaps identified in the School District's Local Control and Accountability Plan (*LCAP*).
3. Describe the services to be provided under School Age PEI to achieve the intended outcomes described earlier in the RFP. Describe how these services support the priorities and practices of the School District (for example, as described in the *LCAP* or other school plans and policies). Include services in all three areas:
  - Identifying students at significantly higher risk of developing signs of emotional disturbance, those experiencing emotional disturbance, and those at risk for school failure.
  - Providing services that increase the students' protective factors and reduce the risk of developing signs of serious emotional disturbance.
  - Linking students and families to the appropriate level of mental health services.
4. Include a timeline of activities required to begin implementation the program, including hiring staff, training, start of services, and other key activities.

C. Program Effectiveness

Explain why is this program expected to be effective, including:

1. What evidence-based practices, promising practices, or locally proven practices are being implemented? Why are these chosen for implementation? Describe how they are being implemented with fidelity or what adjustments are being made.
2. How will the services effectively address the targeted risk factors and mental health concerns?

D. Program Staff

1. Describe the staff that will be required for this program including training and experience required, functions and responsibilities. If the staff are already determined, include their qualifications. If the staff are not determined, describe the process for hiring qualified staff for a timely implementation of the program.
2. Describe the organization's capability to provide culturally and linguistically competent services for clients served by this program.

E. Implementation Partners and Service Linkages

1. Describe the role of the participating School Districts and schools in implementing the proposed programs. Include an MOU in the application.
2. Describe the role of other agencies you will work with to implement the program. If there is a partner agency that is essential to the implementation of this program, please include a letter of support from them.

F. Evaluation Process

1. Describe the process for evaluating the program, including tracking outcomes, implementing ongoing quality improvement, and capacity to report outcomes to County on an annual basis. Required elements include, but are not limited to:
  - Demographics of students and families receiving services
  - Number and types of services provided
  - Client satisfaction
  - Changes in risk factors and protective factors, as well as mental health status if applicable
  - Changes in school attendance and performance

Evaluation details will be determined in the contracting process, including specific demographics and assessment tools.

**4. Scope of Work (Attachment B) – No page limit USE TEMPLATE PROVIDED**

Using the Scope of Work format in **Attachment B**, develop a one-year Scope of Work that specifically details the goals, objectives, activities and expected short and long-term outcomes. Applicants are encouraged to provide as much detail as possible to demonstrate the key implementation steps and how proposed strategies will lead to the

intended outcomes. Be sure to include information outlined throughout this RFP, including information on types of services provided and numbers to be served.

## **5. Proposed Budget (Attachment C) – No Page Limit USE TEMPLATE PROVIDED**

The County of Marin Division of Behavioral Health and Recovery Services has up to \$110,000 allocated for FY 2018-19 for expenses incurred under a contract to be awarded as a result of this RFP.

Provide a Detailed Budget for FY 2018-19 and an Overall Agency Budget for FY 2018-19 (or FY 2017-18 Agency Budget if the Board of Directors has not yet approved the FY 2018-19 budget). The County will look favorably on budgets that leverage alternate funding streams. In scoring the budget, the County will also consider the completeness, accuracy, appropriateness, relevance and cost effectiveness of the budget relative to the scope of work outlined in the RFP. Refer to **Attachment C** for a sample template and additional instructions on how to complete the budget documents.

Provide letters of Commitment if your agency is proposing to subcontract or establish a formal collaboration to provide services.

## **6. Proposal Attachments (No page limit)**

As outlined throughout this RFP, several documents must be included as attachments to the proposal:

- Memorandum of Understanding (MOU) with participating School District. The MOU must describe the role and responsibilities of the School District and the role and responsibilities of the applicant in implementing the proposed program.
- Organizational Chart for the entire legal entity, showing how the new program would fit into the existing organization
- Letters of Commitment if you/your agency is proposing to subcontract or establish a formal collaboration to provide services

*\* Note: These documents are not included in the page limits*

# **VI. Application Submission Requirements**

## **A. General Policies and Reservation of Rights**

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 Letters of Interest.
2. This RFP in no way represents or constitutes an agreement, obligation, or contract between County and any applicant.
3. 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. Proposals will not be returned to the applicants.

4. By submitting a Proposal, applicant acknowledges and agrees 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 application 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 applicant 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’s 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 Proposals and closing of the application 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 Proposals be submitted initially on the most favorable terms from both a technical and cost standpoint.
7. 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. In an effort to reach a decision concerning the most qualified applicants, the County reserves the right to evaluate all factors it deems appropriate, whether or not such factors have been stated in the RFP.
9. The County reserves the sole right to interpret, change or terminate any provision of the RFP at any time prior to the proposal 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/reject any or all of the proposal, cancel the RFP in whole or in part, and/or terminate the process and elect to operate by other means.
10. A respondent may not be recommended for funding, regardless of the merits of the proposal submitted, if they have a history of contract non-compliance with any Marin County Department of Health and Human Services (HHS) or other funding source and/or poor past or current contract with any HHS or other funding source. The respondent may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.
11. A proposal may be immediately rejected and disqualified for any of the following reasons:

- a. The application is not received at the time and place specified in the RFP;
- b. The application 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 applicant, applicant's staff or consultants have in any way attempted to influence the confidential nature of the review through contact with the Marin County BHRS staff or members of the selection review committee.

## **B. Submission Deadline and Format**

One (1) original and two (2) copies of all application documents must be **received by Marin County BHRS by 3:00pm on Thursday, April 12, 2018**. Submit applications to:

**Chandrika Zager, PEI Coordinator  
Marin County Division of Behavioral Health and Recovery Services  
10 North San Pedro Road – Suite 1015, San Rafael, CA 94903**

1. Proposals may not be faxed or electronically transmitted. Applications must be received by mail or hand delivery by the date and time recited above. Post marks or delivery service marks will not be accepted. Applications and/or modifications and/or corrections thereof, received after the deadline specified will not be considered.
2. Only Proposals submitted in the format described within this RFP will be considered. Proposals must be submitted on standard 8-1/2" x 11", plain white paper, typed, single-spaced, in no less than 12-point typeface, with one-inch (1") margins and pages numbered consecutively. Designer or hard covers are not permitted, and will be removed from proposals prior to their being shared with the review committee. Proposals shall be fastened in the top left-hand corner with a metal staple, clasp or other type of fastener.
3. A Proposal may be rejected if incomplete and/or if it contains any alterations of form and/or 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.

## **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 is 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 website and contain a contact name and address. The final date and time to submit questions in writing is **3:00pm on March 28, 2018**. All questions and responses will be available on the County website on or before **March 30, 2018**. No telephone consultation will be provided. **Questions must be submitted via the County website at [www.marinhhs.org/RFP](http://www.marinhhs.org/RFP).**

## **VII. Application Review and Selection Process**

### **A. Application Review and Selection**

Staff from BHRS 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 are missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will then be submitted to a review committee that shall evaluate and rank the applications. The committee may consist of persons experienced in mental health services, alcohol and other drug program services, representatives from other county departments, representatives from local advisory boards, and any other individuals that the Health and Human Services deems capable and appropriate for the selection of potential providers. The committee shall not include potential contractors and no one on the committee 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 application using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFP. The committee will make an award recommendation to the BHRS Director, who will make the final decision.

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 Proposal. 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 application, and any other relevant information necessary to make the award.

Once a decision is made, a Notice of Intent to Award will be mailed to all applicants evaluated by the committee. The Notice of Intent to Award will also be posted in the lobby at 20 N. San Pedro Road, San Rafael, CA 94903.

**B. 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/or the scope of work. However, no other provisions of the County's Standard Professional Services Contract will be negotiated. Refer to **Attachment D** for a copy of the County's Standard Professional Services Contract.

The applicant awarded a contract under this bid process will be required to adhere to the reporting requirements set forth by BHRS, as well as to provide any additional data needed to satisfy other local, state or federal reporting requirements, including fund source reporting requirements.

For the duration of the contract period, annual 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.

**C. Appeal**

Should an applicant not accept the decision in the Notice of Intent to Award, the following appeal process may be exercised.

The appellant applicant must file a Notice of Intent to Appeal with the County Office that issued the RFP. No other method of delivery will be accepted. The Notice of Intent to Appeal must be received at the address stated below no later than ten (10) working days after the Notice of Intent to Award letter has been posted and mailed to all participating applicants.

**Dr. Jei Africa, BHRS Director**  
**Marin County Division of Behavioral Health and Recovery Services**  
**20 North San Pedro Road, Suite 2021**  
**San Rafael, CA 94903**

The Notice of Intent to Appeal must include a full and complete written statement specifying the grounds for the appeal. Areas subject to appeal are: appeal from disqualification; appeal from rejection notice; appeal from award to another applicant; or appeal challenging the validity of the process. The appeal should identify the appealing party, be in writing, refer to the specific RFP sections and pertinent

documents, and state the relief requested.

The notice 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 Letters of Interest, the public notice, the Request for Letters of Interest document, and the scoring instruments of the review committee, and any other document deemed appropriate. The decision of the Department Director or designee shall be final.

## **VIII. Other Requirements and Expectations for Contractors**

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

The contractor shall be required to comply with Public Law 102-321 (1992) which enacted the Alcohol, Drug Abuse, and Mental Health Reorganization Act; Title 9, California Code of Regulations; Americans With Disabilities Act of 1990; this Request for Proposal RFP-HHS-2017-07; and the terms and conditions required by the original funding source for the programs/services described by this RFP; and the terms and conditions of the County of Marin's Professional Services Contract, including all exhibits incorporated therein. The County's Professional Services Contract, including all incorporated exhibits, 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 and its exhibits, attached hereto as **Attachment D**, and execute the same, if selected.

### **B. Insurance**

The County requires that all contractors carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as additional insured, and specific language must be included on the signed endorsement to the policy. The County also requires proof of motor vehicle and Worker's Compensation insurance. The full range of the required insurance coverage requirements are detailed in the County of Marin's Standard Professional Services Contract, attached hereto as **Attachment D. Insurance requirements vary depending on type of applicant.**

### **C. Other Administrative / Legal Requirements**

1. Contractors will be paid on a monthly basis, following the submission of an invoice to the Marin County Department of Health and Human Services for services performed to County's satisfaction. The total payment under this contract may not exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors and expenses that exceed the annual allocation will not be reimbursed.

Contractor must be able to demonstrate through its budget and accounting records that there is no duplication of funding. Costs funded by MHSA must not be claimed to or funded by other sources of funding.

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 Care 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. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Mental Health Services Act, California Code of Regulations, Title 9, Division 1, Chapter 14, section 3100 et seq, other regulations governing the Mental Health Services Act Program, any amendments or policy revisions thereto which shall become effective during the term of this Agreement and the terms of the CDMH Funding Agreements. 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 transportations 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. Contractor 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. *Documentation: Tax Identification Number and a description of the applicable administrative and program resources.*
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. *Documentation: copy of the conflict of interest policy.*
  - b. Grievance procedure for customers and clients. *Documentation: copy of grievance procedure.*
  - 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. *Documentation: copy of nondiscrimination policy and certification statement.*
  - d. Complies with the 1990 ADA. *Documentation: certification statement.*
  - e. Complies with the County of Marin Living Wage Ordinance. *Documentation: certification statement.*
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. *Documentation: certification statement.*
  10. Applicants must be eligible to receive Federal funds. *Documentations: debarment certification statement.*
  11. Applicant must have the demonstrated ability to collect outcome data, which measure performance to plan.
  12. 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 seven (7) 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 (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
  13. Contractor shall comply with applicable local, State and Federal statutes and regulations, and case law, including but not limited to the Federal Health Insurance Portability and Accountability Act (HIPAA), Title 42 of the Code of Federal Regulations, Title 9, California Administrative Code, hereinafter referred to as "Code", as well as all future changes or amendments to each of the preceding, and the State of California, Department of Health Care Services, Cost Reporting/Data Collection System.
  14. 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. 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.

15. Cultural Competency:

- a. All program staff shall receive at least one (1) 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.
- b. Contractor shall translate health-related materials in a culturally and linguistically appropriate manner. Materials shall be available in English and Spanish, as appropriate. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in all available languages.
- c. Contractor shall hire staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

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

**D. Subcontracting**

Should a contractor wish to subcontract a service after award of a contract, subcontracting will be allowable contingent on prior written approval from the Marin County BHRS. If your agency determines it necessary to subcontract, the following procedures must be followed:

1. A letter must be submitted to the Marin County BHRS detailing the subcontractor's services. A letter of commitment from the subcontractor must include a description of the agency and detail the services that will be provided by the subcontractor.
2. Following prior written approval by the Marin County BHRS, the lead agency must submit a copy of their contract with the subcontracted agency to the Marin County BHRS within ten (10) business days of the executed subcontract.
3. The proposed subcontractor is subject to and must comply with the same contract terms, conditions and requirements applicable to the applicant.
4. The lead contractor shall further comply with all requirements for subcontracting as outlined in the Professional Services Contract, and particularly Section 8 thereof.

**E. Other Administrative Requirements**

1. Contractor must comply with all reporting requirements set forth by the State Department of Health Care Services and Marin County BHRS, including, but not

limited to: completion of annual cost reports, outcome reports, monthly outreach logs, site visits and utilization review.

2. Contractor shall maintain certification through Marin County or another California County to provide Medi-Cal reimbursable services, if applicable.
3. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement, if applicable.
4. Contractor will, in cooperation with County, comply with Sections 5718(a)(1) of California State Welfare and Institutions Code and obtain certification of patient's eligibility for mental health services under the California Medical Assistance Program. As required by Section 521 of the California Administrative Code, Title 9, the Local Mental Health Director or the Director's designee shall be permitted to supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served pursuant to this Agreement.
5. Compliance Plan and Code of Conduct (for Medi-Cal providers): Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Line Telephone Number 415-473-6948.

**ATTACHMENT A**

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

**Mental Health Services Act  
Prevention and Early Intervention  
School Age Services for Shoreline School District**

**RFP-HHS-2018-03**

**Date:**

<b>Legal Applicant:</b> Contact Name: Address: Telephone: Fax: E-mail: <b>Type of Organization</b> ( <i>private non-profit, education institution, or other (specify)</i> ): <b>Federal Tax ID No.</b> (if applicable):
<b><u>Amount Requested:</u></b>  <b>Total grant period (July 1, 2018-June 30, 2019): \$</b>

<b><u>Certifications</u></b>  The applicant certifies to the best of his/her knowledge and belief that the data in this application is true and correct and that filing of the application has been duly authorized by the governing body of the applicant and that applicant will comply with the assurances required of applicant if the application is approved and a contract is awarded. I understand that final funding for any service is based upon funding levels and the approval of the Marin County Board of Supervisors. The applicant also attests the costs of the proposed project can be carried by the applicant for at least 90 days at any point during the term of the contract.  Signature: _____ Date: _____ Name: Title:
--

<b><i>For County Use Only</i></b>	
<b>Date Received:</b>	<b>Time Received:</b>

<b>Marin County BHRS Staff Signature Acknowledging Receipt of Application:</b>
--

## ATTACHMENT B

SCOPE OF WORK		
OBJECTIVE	ACTIVITY	OUTCOME
<p><i><b>Objectives</b> are specific, measurable, action-oriented, reasonable and time limited (SMART) to achieving the goal. At a minimum, they must include <b>projected numbers served</b>.</i></p>	<p><i><b>Activities</b> are the specific processes, events and/or actions that are intentionally used to bring about the intended results. Also be sure to include any <b>evidence-based practices</b> being implemented to achieve the expected outcome.</i></p>	<p><i><b>Outcomes</b> are the specific changes in a program participants' risk factors, protective factors, behavior, knowledge, skills, mental health status or level of functioning.</i></p>

## ATTACHMENT C

### BUDGET PREPARATION INSTRUCTIONS

#### Instructions for the Detailed Budget

Applicants are held to the same programmatic and fiscal requirements as the Marin County Division of Behavioral Health and Recovery Services in carrying out efforts. As such, you must follow the format included and the instructions below in preparing your budget and budget narrative.

#### A. Preparation of Budget

Please use the Excel budget forms provided at [www.marinhhs.org/rfp](http://www.marinhhs.org/rfp)  
List costs in only those categories that pertain to your project.

PLEASE USE WHOLE DOLLAR AMOUNTS. ROUND UP FIGURES \$.50 AND ABOVE, AND DOWN FOR AMOUNTS LESS THAN \$.50 TO THE NEAREST DOLLAR.

#### Cost categories and suggestions for applicable costs are:

- (a) **Personnel Costs**— Enter titles of positions who will participate, hourly wage, and number of hours per week to be funded under the contract. Enter the cost applicable to the contract. In the Budget Explanation column describe the services to be provided for the project. Subtotal the salaries and add the amounts required to cover related employee benefits.
- (b) **Travel Expense**—Enter estimated cost of employee travel related to the projects. Travel must be directly related to the project goals and objectives.
- (c) **Other Direct Costs**—these costs include all other direct expenditures. They include, but are not limited to, office supplies, printing, computers, public education and awareness materials, participation support costs, etc.
- (d) **Contractual Services**—Awardees may enter into contracts with vendors to provide goods and services necessary to carry out the program; however, all proposed subcontracts must first be approved in writing by the County.
- (e) **Indirect Costs**—these are costs which, by their nature, cannot be charged directly to a project – such as phone, rent, and other ongoing organizational costs. The rate cannot exceed 10% of the project budget (the total of “Personnel,” “Travel,” “Other Direct Costs,” and “Subcontractor” budget categories). If your agency has a federally-approved indirect rate, utilize that indirect rate to the proposed budget. Per the State Department of Health Care Services, examples of allowable administrative costs include services such as: Accounting and Budgeting; Auditing; Data processing; and Legal services.
- (f) **Additional Resources** – Describe source, amount and purpose of additional funds or in-kind support contributing to the program. Include estimates for Medi-Cal reimbursements if applicable.

**ATTACHMENT C**  
**DETAILED BUDGET TEMPLATE**

COST CATEGORY	BUDGET YEAR ESTIMATES	BUDGET EXPLANATION
	FY 2018-2019	
<b>A. PERSONNEL COSTS</b>		
<b><u>List Staff Positions</u></b>		
Title, Hourly Wage, Hours/week		
<b>Salary Subtotals</b>		
Employee Benefits @ X% of salary		
<b>Total Personnel Costs</b>		
<b>B. TRAVEL EXPENSES</b>		
<b><u>In-State Staff Travel</u></b>		
Approximately X miles @ \$0.545/mile		
<b>Total Travel Expenses</b>		
<b>C. OTHER DIRECT COSTS</b>		
<b>Total Other Direct Costs</b>		
<b>D. SUBCONTRACTOR BUDGETS (list total for each one and complete C1 for each)</b>		
<b>Total Subcontractor Budgets</b>		
<b>E. INDIRECT COSTS</b>		
<b>Total Indirect Costs X% (max 10%)</b>		
<b>TOTAL BUDGET ESTIMATE ALL CATEGORIES</b>		
<b>F. ADDITIONAL RESOURCES</b>		

**ATTACHMENT C1**

**SUBCONTRACTOR DETAILED BUDGET TEMPLATE**

COST CATEGORY	BUDGET YEAR ESTIMATES	BUDGET EXPLANATION
	FY 2018-2019	
<b>A. PERSONNEL COSTS</b>		
<u>List Staff Positions</u>		
Title, Hourly Wage, Hours/week		
<b>Salary Subtotals</b>		
Employee Benefits @ X% of salary		
<b>Total Personnel Costs</b>		
<b>B. TRAVEL EXPENSES</b>		
<b>In-State Staff Travel</b>		
Approximately X miles @ \$0.545/mile		
<b>Total Travel Expenses</b>		
<b>C. OTHER DIRECT COSTS</b>		
<b>Total Other Direct Costs</b>		
<b>D. SUBCONTRACTOR BUDGETS (list total for each one and complete C1 for each)</b>		
<b>Total Subcontractor Budgets</b>		
<b>E. INDIRECT COSTS</b>		
<b>Total Indirect Costs X% (max 10%)</b>		
<b>TOTAL BUDGET ESTIMATE ALL CATEGORIES</b>		
<b>F. ADDITIONAL RESOURCES</b>		

**ATTACHMENT D**

CAO Contract Log # \_\_\_\_\_

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

Dept. Contract Log # \_\_\_\_\_

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

=====

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

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