

## COUNTY OF MARIN



### DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF Whole Person Care

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### REQUEST FOR PROPOSAL (RFP)

### Whole Person Care Outreach and Engagement for Marin Municipalities, Parks and Law Enforcement

**RFP-HHS-2019-04**

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**DATE ISSUED:**

**March 5, 2019**

**DEADLINE FOR SUBMISSIONS:**

**Continuous**

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.

## **I. Background**

In June 2017, Marin County Department of Health & Human Services (Marin HHS) received approval from the state to begin implementation of the Whole Person Care 1115 Waiver. The vision of the County of Marin's Whole Person Care Pilot (WPC) is to build a sustainable, evidence-based, outcomes-focused coordinated system of care across health and social sectors to more efficiently and effectively serve Marin County's most vulnerable Medi-Cal beneficiaries.

People experiencing homelessness are among the most vulnerable community members and disproportionately interact with emergency services, including law enforcement. Research demonstrates that use of emergency services decreases as people are permanently housed. Field-based outreach to people experiencing homelessness is key to engaging individuals in the housing process. Because municipalities regularly engage with this population through law enforcement and other services, WPC seeks to partner with incorporated cities in Marin (including Joint Powers Authorities (JPAs) of those entities) to conduct outreach and engagement services aligned with WPC underlying philosophies and practice methodologies.

Marin HHS is seeking proposals from incorporated cities in Marin (including their JPAs) outlining their capacity, willingness, and ideas for providing services under this pilot beginning February 2019. Marin HHS will review the responses to this RFP, which may subsequently lead to further requests for information. Information received in response to this RFP may be used in preparation of future RFPs. Respondents that submit satisfactory responses to this RFP shall be chosen to deliver services non-competitively. Marin HHS shall continue to accept responses to this RFP until September 1, 2019, and will award contracts on a rolling basis beginning April 2019.

## **II. Program Description**

Marin HHS is accepting proposals in response to this RFP that reflect the needs of the responding municipality. Marin HHS will reimburse up to 50% of the municipality's costs for outreach and engagement services, up to the cost of one full-time equivalent (FTE), dependent on the size of the population served and the proposed service model. (I.e., the municipality may employ up to 2 FTE for these services, for which they may receive reimbursement for 50%, or up to 1 FTE.) Proposals may include either new or existing programming, provided that services are aligned with WPC underlying philosophies and methodologies (see below). All funded programs must agree to participate in 6 hours of initial training provided by WPC and up to two hours per month thereafter. Given the unique model of WPC funding, reimbursements will be made only for employee time spent on documented service delivery and will be reimbursed on a Fee for Service basis.

Sample Models: WPC anticipates that proposals may include (but are not limited to) the following outreach and engagement models:

- Law enforcement officers engaged in activities beyond traditional law enforcement duties
- Outreach worker at the city library
- Licensed mental health outreach worker in the police department

- Outreach worker employed by a regional agency

### **III. Underlying Philosophies**

The following four philosophies underlie the program's design and must be central to all services delivered:

#### *Housing First*

Evidence from communities across the country indicate that the most effective solution to homelessness is to place people in permanent housing without preconditions, and then provide the wraparound services necessary for them to stabilize. This philosophy is called "housing first" and is applicable to not just permanent housing, but also to outreach, shelter, and services programs. (<https://endhomelessness.org/resource/housing-first/>)

#### *Trauma-Informed Care*

Trauma-informed care realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff and others involved in the system; responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization. (<https://www.samhsa.gov/nctic/trauma-interventions>)

#### *Person-Focused Care*

A person-focused approach decentralizes and integrates services across the spectrum of care, to cross-train staff from different agencies to implement shared strategies, and to simplify and redesign work while increasing enrollees' involvement in their care. The priority is to design and align systems to reach and serve the client and communities, rather than requiring target populations to overcome systemic structural or cultural barriers.

#### *Social Determinants of Health*

The WPC Pilot will universally screen enrollees for the non-clinical barriers that may be interfering with their ability to lead healthy, productive lives. (<https://www.cdc.gov/socialdeterminants/>)

### **IV. Target Population**

Adults experiencing homelessness or who are precariously housed who are presumed or known to be eligible for full scope Medi-Cal in Marin County.

### **V. Program Services**

#### *Outreach:*

For many people experiencing homelessness, long histories of instability, trauma, and/or negative experiences with institutional care mean that successful engagement requires regular, trustworthy outreach to build trust and rapport before someone may be connected to housing and traditional case management. Because people experiencing homelessness regularly use municipal services such as parks and recreations facilities and libraries, and

interface with law enforcement, these services represent an ideal opportunity to engage people in the housing process.

Outreach staff shall:

- Maintain a housing first orientation. People experiencing homelessness shall not be required to attend treatment, obtain income, demonstrate sobriety, and/or comply with any other conditions not usually part of a lease agreement in order to obtain housing.
- Have appropriate qualifications to work with people experiencing homelessness, including work experience, training and education. Because people most in need of outreach services have been homeless for long periods and often have high acuity levels, staff must be appropriately experienced to effectively serve this population.
- Attend training at the direction of WPC staff.
- Participate in regular (up to weekly) outreach coordination meetings at the direction of WPC staff.
- As possible, collect WPC releases of information (ROI), coordinated entry assessments (VI-SPDATs), and WPC enrollment forms from outreach targets.
- Provide a warm transfer to longer-term case management when available.

Participating entities will be reimbursed for providing information and completed referrals for potential enrollees. It is projected that each potential enrollee will require up to 2 hours of staff time for information and referral prior to enrollment. Engagement is a key component of information and referral. Staff will locate, identify, and build relationships with targeted beneficiaries (e.g., sheltered and unsheltered homeless; patients with complex conditions) for the purpose of enrolling in the WPC pilot. Staff will complete an initial assessment of needs and eligibility and will actively connect the potential enrollee to a participating entity for screening and assessment. Staff will provide oral and written information about the WPC pilot to potential enrollees and describe the benefits of enrollment. Staff will confirm their interest in participation, verify potential enrollees eligibility status, identify if the person is enrolled in another program, and enter the potential enrollees' demographic information into the program's care coordination platform, WIZARD. This encounter will be billable upon completed referral to the WPC pilot.

## **VI. Data Sharing**

- A. Partner is a provider of supportive services to individuals enrolled in WPC ("Clients") and/or is deemed by the County to merit partner status for WPC.
- B. Non-law enforcement partners are not authorized to share client data with law enforcement partners, absent explicit client authorization, except under the following conditions, and in accordance with the terms of the client ROI:
  1. Partners may share the name and contact information of a client's case manager.
  2. Partners may share data necessary for the safety of a client. Such disclosure is limited to the minimum necessary information, e.g. a case manager may tell local police that their client has a particular reaction to loud noises, but may not disclose the circumstances that led to the

reaction. This exception includes sharing medical information to ensure continuity of treatment for a client who is incarcerated.

3. Partners may share the following housing-related information: VI-SPDAT total score, whether client has stable housing, and whether client has been selected for a voucher.
  4. Partners may share data with social or behavioral health employees of law enforcement partners as if they were non-law enforcement partners. This exception shall not apply to any sworn officer and shall not authorize any redisclosure of data to non-social services or behavioral health employees.
  5. As required by law.
- C. Law Enforcement partners are authorized to share client data with non-law enforcement partners under the terms of the client ROI.

## **VII. Reporting and Performance Requirements**

Contractors will be required to track and document engagement activities, collect Releases of Information when appropriate, develop cost reports, and log client appropriate client information in the program's care coordination platform, WIZARD. Contractors must also participate in site visits and complete an annual report.

## **VIII. Eligible Bidders**

The following incorporated cities and the joint power authorities of and between these entities, as well as the Marin County Sheriff, Library, and Parks Department, are eligible for funding:

- Belvedere
- Corte Madera
- Fairfax
- Larkspur
- Mill Valley
- Novato
- Ross
- San Anselmo
- San Rafael
- Sausalito
- Tiburon
- Richardson Bay Regional Agency
- Central Marin Police Department
- Marin County Sheriff
- Marin County Library
- Marin County Parks Department

## **IX. Requirements and Expectations for Grantees**

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

The grantee shall be required to comply with the Americans With Disabilities Act of 1990; this Request for Proposal RFP-HHS-2019-04; and the terms and conditions required by the original funding source for the programs and services described by this RFP and the terms and conditions of the County of Marin's Professional Services Contract.

The County's Professional Services Contract contains specific provisions, including but not limited to nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. By submitting an Application, the applicant agrees to be bound by all terms and conditions of the County's Standard Professional Services Contract, attached hereto as Attachment C, and execute the same, if selected.

County reserves the right to: increase or decrease the contract amount, fund the proposed service in whole or in part, and terminate or extend the program/contract based on funding availability.

## **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 required insurance coverage requirements is detailed in the County of Marin's Standard Professional Services Contract, attached hereto as Attachment C. ***It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting a letter of interest.***

## **C. Administrative and Legal Requirements**

1. Contractors will be paid on a monthly basis, following the submission of an invoice for services performed to County's satisfaction. Specific instructions on how to invoice will be provided to the grantee upon award of a contract. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the allocation will not be reimbursed.

2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the RFP 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. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.

6. Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances:

- a. Conflict of interest policy for staff and governing boards.
- b. Grievance procedure for customers and clients.
- c. Does not discriminate against nor deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief.
- d. Complies with the 1990 ADA.

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.

9. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.

10. Applicants must be eligible to receive Federal funds.

11. Applicants must 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 ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later.

13. Contractors must comply with all reporting requirements set forth by the Marin Department of Health and Human Services and the State Department of Health Care Services.

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: All program staff shall receive at least four hours of in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

Applicants who do not meet these minimum requirements may 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.

## **X. Tentative Timeline**

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

RFP Advertised	March 5, 2019
RFP Released to Prospective Applicants	March 5 2019
Question/Answer Period Opens	March 5, 2019
Question/Answer Period Closes	Continuous
RFP Answers Posted	Continuous
Letters of Interest Due	Continuous until September 1, 2019
Applicant Review & Interviews (if applicable)	Late March 2019 and continuous
Posting of Applicant Approved	April 8, 2019 and continuous
Contract Start Date*	April 22, 2019 and continuous

## **XI. Application Instructions**

In responding to the RFP (the submission is hereinafter referred to as "Application" or "Letter(s) of Interest"), 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 Application Review Committee. A non-response will result in disqualification of the Application. Ensure that all applicable fields are completed and that the cover page is signed.

### **A. Cover Page (1 Page Limit - See Attachment A)**

1. Complete the attached Cover Letter of Interest (Attachment A) to the County of Marin for provision of Outreach and Engagement Whole Person Care Services.

**B. Applicant Capacity (No Page Limit)**

1. General Organizational Information (No Page Limit)
2. Description of organization's role within the municipality
3. Organizational chart

**C. A description of proposed program design (10 Page Limit; See Below)**

1. Include a narrative description of how your organization will design and deliver outreach and engagement services in accordance with WPC requirements. Include in your response:
  - a) Your organization's experience working with people experiencing homelessness. **(3 Page Limit)**
  - b) Your organization's understanding of Housing First and harm reduction principles. Describe the ways that your organization will demonstrate a commitment to these principles in delivering outreach and engagement services. **(2 Page Limit)**
  - c) A description of the staff member(s) who will be involved in the delivery of these services and how they fit into the organizational structure. Include descriptions of how their outreach work will integrate into the organization's larger set of operations. **(3 Page Limit)**
  - d) If you plan to use these funds to support existing staff who are not focused on outreach to the target population, please describe how you will ensure WPC funds are used to perform outreach services and provide assurance that they will not be used to supplant other funds. **(2 Page Limit)**

**D. Budget (No Page Limit)**

1. Provide a budget. The attached budget template (Attachment B) may be used, or the applicant may use another template of similar type and detail. Contractors will be required to submit a cost report at the conclusion of the pilot. This will be used for informational purposes only.

By submitting an Application, you are agreeing to the following terms: "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." Please be prepared to submit current documents to demonstrate this, including: Balance Sheets; Income Statements; Cash Flow Statements; Debt Structure Statements; and Accounts Receivable Schedules. Actual documents may be required prior to approval of Contract.

## **XII. Application Submission Requirements**

### **A. General Policies**

1. The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation and submission of applications.

2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.

3. The applications will become the property of the County upon submission and may be subject to the terms of the California Public Records Act ("PRA"), as required by law.

4. By submitting an application, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the 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 the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County's deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County's deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorney'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 application 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 applications received. Therefore, it is important that the application 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 applicant(s), 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 submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFP. The County also reserves the right to accept and reject any or all of the RFP, cancel the RFP in whole or in part, or terminate the process and elect to operate by other means.

10. An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services ("HHS") or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

11. An application 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 staff or members of the selection review committee.

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

Applications must be submitted electronically to BOTH Ken Shapiro ([kshapiro@marincounty.org](mailto:kshapiro@marincounty.org)) AND Ashley Hart McIntyre ([amcintyre@marincounty.org](mailto:amcintyre@marincounty.org)) by 5 p.m on September 1, 2019. Applications will be reviewed beginning in March 2019 and funding issued on a rolling basis. No verbal applications will be considered.

1. Proposals must be received by the date and time recited above. It is up to the applicant to ensure that the application was received by the date and time recited above. Proposals, modifications, or corrections, received after the September 1, 2019 deadline specified above will not be considered, except if such modifications or corrections were at the County's request.

2. Only Applications submitted in the format described within this RFP will be considered. Applications must be submitted on standard 8-1/2" x 11", plain white paper, typed, single-spaced, in no less than 12-point typeface, with 1" margins and pages numbered consecutively.

3. An Application may be rejected if incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.

4. The County may in its discretion accept or reject in whole or in part any or all Applications, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in an Application. The County's waiver of an immaterial defect shall in no way modify the Application 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 shall be defined as any County employees, agents or contractors involved in or connected with this RFP process.

**2. Questions regarding the RFP:** To maintain a fair and impartial process, all questions regarding this RFP must be submitted in writing via the County's website and contain a contact name and address. The final date and time to submit questions in writing is August 1, 2019. All questions and responses will be available on the County's website on or before August 15, 2019. No telephone consultation will be provided.

**Questions must be submitted via the County website at:**

<https://www.marinhhs.org/rfp>.

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

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

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

All applications that pass the initial technical review will be submitted to an Application review committee that shall evaluate and rank the applications. The committee may consist of persons experienced in homelessness, outreach, Whole Person Care program requirements, social services, and Medi-Cal program requirements, representatives from other county departments, representatives from local advisory boards, and any other individuals that Health and Human Services deems capable and appropriate for the selection of potential providers. The committee shall not include potential contractors, and no committee member may apply or assist others in applying for this contract.

The purpose of the evaluation is to determine which applicants demonstrate the skills, expertise and experience to successfully perform the tasks specified in the RFP. Each committee member will read and score each application using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFP.

An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services ("HHS") or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

The committee will make an award recommendation to the Director of the Marin County Department of Health and Human Services, who will make the final recommendation to the Marin County Board of Supervisors.

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 Applications. 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.

### **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 the scope of work. No other provisions of the County's Standard Professional Services Contract will be negotiated. Refer to Attachment C for a copy of the County's Standard Professional Services Contract.

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

For the duration of the contract period, 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. Certified or registered mail must be used to file the Notice of Intent to Appeal. No other method of delivery will be accepted. The Notice of Intent to Appeal must be received electronically at the address stated below no later than ten working days after the Notice of Intent to Award letter has been delivered to all participating applicants.

**Whole Person Care, Attn: Ken Shapiro: [kshapiro@marincounty.org](mailto:kshapiro@marincounty.org)**

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

**MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**RFP-HHS-2019-04**

***Date:***

<p><b><u>Legal Applicant:</u></b> Name Address Telephone Fax E-mail  Amount Requested  <b>Federal Tax ID No.</b></p>
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<p><b><u>Certifications</u></b></p> <p>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. 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.</p> <p>Signature: _____ Date: _____ Name: Title:</p>
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***For County Use Only***

<b>Date Received:</b>	<b>Time Received:</b>
<b>Marin County HHS Staff Signature Acknowledging Receipt of Application:</b>	

MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

RFP-HHS-2019-04

Budget Template

<b>Provider Name</b>	
<b>Date Range</b>	
<b>Estimated Budget Contract</b>	
<b>Number of Clients Expect to Serve:</b>	
<b>Salaries</b>	
Director (x% FTE)	
Program Manager (x% FTE)	
Counseling (x% FTE)	
Maintenance	
Benefits Direct	
<b>Total</b>	
<b>Other Direct Costs</b>	
<b>Non-Personnel Expenses</b>	
Insurance & Taxes ~5%	
Training	
Mileage	
Office Supplies	
Printing/Postage	
Computer/Office	
Computer Maintenance	
Telephone	
Rent 50%	
Utilities 50%	
<b>Total Cost</b>	
<b>Indirect Cost</b>	
Other	
<b>Total Cost</b>	

RFP-HHS-2019-04

TOTAL OPERATING BUDGET	
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**ATTACHMENT C**

**MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**RFP-HHS-2019-04**

**Standard Professional Services Contract**

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

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

**RECITALS:**

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

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

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

**1. SCOPE OF SERVICES:**

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

**2. FURNISHED SERVICES:**

The County agrees to:

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

**3. FEES AND PAYMENT SCHEDULE:**

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

**4. MAXIMUM COST TO COUNTY:**

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

**5. TIME OF CONTRACT:**

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

**6. INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

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

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

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

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

**10. LICENSING AND PERMITS:**

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

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

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

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

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

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

**13. TERMINATION:**

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

**14. APPROPRIATIONS:**

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

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

**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

**16. AMENDMENT:**

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

**17. ASSIGNMENT OF PERSONNEL:**

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

**18. JURISDICTION AND VENUE:**

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

**19. INDEMNIFICATION:**

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

**20. COMPLIANCE WITH APPLICABLE LAWS:**

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

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

**Exhibit D - Debarment Certification**

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

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

**21. NOTICES:**

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

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

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

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

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

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

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

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

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

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

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

**22. ACKNOWLEDGEMENT OF EXHIBITS:**

Check applicable Exhibits

**CONTRACTOR'S  
INITIALS**

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

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

**CONTRACTOR:**

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

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

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

**APPROVED BY  
COUNTY OF MARIN:**

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

=====

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

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT "B"**  
**FEEES AND PAYMENT SCHEDULE**