

**COUNTY OF MARIN**



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

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**REQUEST FOR PROPOSAL (RFP)**

**Mental Health Services Act  
Latino Community Connection**

**RFP-HHS-2020-05**

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**DATE ISSUED:** **March 16, 2020**

**DEADLINE FOR SUBMISSIONS:** **April 17, 2020**

The County of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, national origin, citizenship status, genetic information, gender identity and expression, AIDS/HIV, medical condition, political affiliation, military of veteran status, or status as a victim of domestic violence, assault, or stalking 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

### Department of Health and Human Services Strategic Plan to Achieve Health and Wellness Equity

In 2018, Marin County Health and Human Services launched a strategic plan to achieve health and wellness equity in Marin. While income, education, and other socioeconomic and cultural factors play key roles in shaping outcomes in our communities, the direct effects of racism – whether covert or overt, intentional or unintentional, systemic or individual – must be acknowledged and addressed to achieve equity. Research demonstrates independent associations of racial discrimination on driving inequities, including downward mobility.

Central to our efforts on leading with race to achieve equity is treating clients respectfully and with cultural humility. Over the next five years, HHS commits to systematically expanding this work throughout the Department and to supporting contracted service providers to do the same. By deepening our understanding of how individuals experience accessing and receiving services, HHS will identify opportunities to improve service delivery. In addition, to optimize our equity work, program effectiveness, and to ensure taxpayer dollars are allocated with accountability, we commit to expanding data-driven work and use of evidence-based and innovative approaches.

HHS recognizes that leading with race to achieve health and wellness equity requires working with our partners in new ways. These collaborations will amplify efforts on leading with race to advance health and wellness equity by aligning and coordinating work, accomplishing more than HHS or any other single organization could do alone.

To achieve these goals, we must work differently across sectors, and embrace the disruption that such work requires. New and non-traditional partnerships can help remove barriers to opportunity, and direct resources toward evidence-based efforts that address historic inequities.

To learn more about the HHS Strategic Plan to Achieve Health and Wellness Equity, visit: [MarinHHS.org/Equity-Plan](https://MarinHHS.org/Equity-Plan)

### Latino Community Connection (LCC)

#### Development of the Program

The Latino Community Connection program aims to reduce prolonged suffering due to unaddressed mental illness by increasing identification of individuals with mental health difficulties and increasing protective factors for those with significantly higher risk for mental illness due to trauma. Bilingual behavioral health providers provide brief interventions for individuals, groups, couples, and families including psycho-education, coping skills, communication skills, and referrals to appropriate behavioral health services. Clients may also be referred to trauma, stress management, depression/anxiety groups that help them develop coping and stress reduction strategies. In addition, PEI LCC funds co-sponsor a radio show in Spanish in order to increase knowledge and reduce stigma around mental health and substance use in the Latinx community.

Funding for this contract comes from Mental Health Services Act Prevention and Early Intervention funds allocated for the Latino Community Connection services through the FY2020-2023 planning process.

#### Target population

The target population is Latinos throughout the County, especially newer immigrants facing many stressors and barriers to accessing services. The target population is Latinos with significant risk factors for mental illness including severe trauma, ongoing stress, poverty, family conflict or domestic violence, racism and social inequality, and traumatic loss.

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, and LGBTQ. Providing culturally and linguistically competent services through a racial equity lens must be considered in determining staffing and program design.

## **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) A minimum of two (2) years of experience providing similar services as those proposed;
- (b) A minimum of two (2) years of experience working with target population.

Additional Preferred qualifications:

- (c) 3-5 years of experience providing services in Marin County;
- (d) Knowledge of Marin county schools, community-based organizations, and governmental agencies.

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.

## **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 2020-June 2023) will be posted on the County website [www.MarinHHS.org/MHSA](http://www.MarinHHS.org/MHSA) or call 415.473.6844 to request a paper copy by mail.

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

Prevention and Early Intervention ("PEI") 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:**

- Be outcomes-based
- 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.

**MHSA Prevention and Early Intervention programs are designed to reduce seven negative outcomes associated with untreated mental illness:**

1. Incarcerations
2. School Failure
3. Unemployment
4. Prolonged Suffering
5. Removal of Children from Their Homes
6. Homelessness
7. Suicide

**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, 2020 to June 30, 2021. Funding availability beyond this contract period is contingent upon established need for additional funding to meet contract deliverables, 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 (BHRS) and the Mental Health Services Act (MHSA). The 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. Available Funding**

The total budget for School-based Mental Health Supports is **\$290,000**. Contractors may apply for up to two of the following LCC programs:

1. **Program One: Early Intervention counseling services (individual and group)**—San Rafael/Canal area. The County intends to fund one (1) applicant at a rate of up to **\$130,000** for the first contract period.
2. **Program Two: Early Intervention counseling services (individual and group)**—Novato. The County intends to fund one (1) applicant at a rate of up to **\$130,000** for the first contract period.
3. **Program Three: Spanish language Radio Show**—Marin County-wide. The County intends to fund one (1) applicant at a rate of up to **\$40,000** 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. Program Descriptions

1. **Program One: Early Intervention counseling services (individual and group)**—San Rafael/Canal area. Bilingual behavioral health providers provide brief interventions for individuals, groups, couples, and families including psycho-education, coping skills, communication skills, and referrals to appropriate behavioral health services. Clients may also be referred to trauma, stress management, depression/anxiety groups that help them develop coping and stress reduction strategies. Clinicians provide linkage to community and county resources and may provide short-term case management.
2. **Program Two: Early Intervention counseling services (individual and group)**—Novato. Bilingual behavioral health providers provide brief interventions for individuals, group, couple, and families including psycho-education, coping skills, communication skills, and referrals to appropriate behavioral health services. Clients may also be referred to trauma, stress management, depression/anxiety groups that help them develop coping and stress reduction strategies. Clinicians provide linkage to community and county resources and may provide short-term case management.
3. **Program Three: Spanish language Radio Show**—Marin County-wide. PEI LCC funds will support the co-sponsorship of a Spanish-language radio show designed to increase knowledge and reduce stigma around mental health and substance use in the Latinx Community. Funds will be used for production costs, outreach and marketing, training of Spanish speaking/culturally appropriate radio hosts, and other coordination expenses.

### D. Intended Outcomes

The intended outcomes for Latino Community Connection PEI program are:

- Reduce likelihood of school failure and unemployment due to mental health challenges;
- Earlier identification of mental/emotional difficulties and increased timely access to medically necessary services;
- Increased community awareness of mental health and community resources;
- Reduced stigma around mental health and help seeking within the Latino Community;
- Reduced Prolonged Suffering by increasing protective factors and reducing risk factors.

Long-term PEI outcomes include **reduced incarcerations, school failure, unemployment, prolonged suffering, removal of children from their homes, homelessness, and suicide attempts and deaths**. Contractors must demonstrate how their program design and activities will impact the stated outcomes and indicate the metrics/measurement tools they will use to evaluate their program’s effectiveness.

### E. Data Collection

1. **Requirements for all programs:** All programs are expected to utilize Results Based Accountability (RBA) measures to evaluate program performance.
  - a. **RBA Measures.** At a minimum, Contractor collects data and report on the following RBA measures:
    - I. Effort Performance Measures *“How Much Did You Do?”*
    - II. Quality Performance Measures *“How Well Did You Do It?”*
    - III. Impact Performance Measures *“Is Anyone Better Off?”*
  - b. **Evaluation Tools.** Contractor implements required evaluation tools which may vary depending on services provided. Evaluation tools may include but are not limited to:
    - Client demographics
    - Referral logs
    - PEI client and caregiver satisfaction surveys
    - Staff training/workshop evaluations

## 2. Additional data collection requirements:

- a. For programs 1 and 2, assessments using validated tools, will be conducted when a client enters the program, and at the time of completing the program, at a minimum. Results for each client will be analyzed to measure the amount of change over time. It is the expectation that children who receive LCC PEI services will increase their coping skills to the extent that they function better socially, behaviorally, and emotionally.

## **II. 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 Application RFP-HHS-2020-05; 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.

### **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 required insurance coverage requirements include automobile insurance and is described in the County of Marin's Standard Professional Services Contract, attached hereto as Attachment E. ***It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting an Application.***

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

1. Contractors will be paid on a monthly basis, following the submission of an invoice for services performed to County's satisfaction. Specific instructions will be provided to the grantee upon award of a contract. Services will be reimbursed for contracted services provided on the monthly invoices, not to exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the allocation will not be reimbursed.
2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.
3. Nuclear Free Zone: The County is a nuclear free zone, in which work on nuclear weapons or the storage or 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 through the audit process.
9. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.
10. Applicants must be eligible to receive Federal funds.
11. 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.
12. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.
13. 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.
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 if applicable. Contractors must also comply with all reporting requirements set forth by the Department of Health and Human Services and the State Department of Health Care Services, including, but not limited to, completion of cost reports, annual provider self-audits and site visits.
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 may not receive further consideration. Any application that is rejected as non-responsive will not be evaluated and no score will be assigned.

## D. 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 16, 2020
RFP Released to Prospective Applicants	March 16, 2020
Question/Answer Period Opens	March 16, 2020
Question/Answer Period Closes	March 25, 2020 (3:00 pm)
RFP Answers Posted	By March 27, 2020
RFP Due	April 17, 2020 (3:00pm)
Application Review (tentative)	Week of April 20, 2020
Notification of Applicant Award	By week of May 11, 2020
Contract Start Date*	July 1, 2020

\*Contract start date is subject to change.

## III. 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)

Complete and sign the attached Cover Page (Attachment A) to the County of Marin. Include (1) Legal Name of Individual or Organization Submitting Letter of Interest, (2) Address, (3) Telephone Number and E-mail, (4) Contact Person, (5) Contact Person’s E-mail Address, (6) Type of Organization, if applicable, (7) Date of Submission, (8) Federal Tax ID, and (9) Funding requested.

Please note that by signing and 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.

### B. Program(s) Selection Page (See Attachment B)

**C. Applicant Capability (Limit 3 pages per Program Proposal). Note: This section must be completed separately for each program selected.**

1. Please provide a description of your proposed program.
2. What is your experience with and current capacity to provide services through an equity and inclusion perspective which encompasses the diverse linguistic, cultural, gender and other needs of the target population?
3. Provide a description of the staffing proposed—include resumes of any team members already on staff who would be assigned to this project or your plan for hiring to ensure a quick start timeline. Include your supervision structure, number of hours per week supervision will be provided to PEI staff, who will be the supervisor, and your capacity to provide hours towards licensure if applicable.

4. What evidence-based practices will you be implementing? Please demonstrate how these practices are inclusive of a racial equity perspective.
5. Please describe your proposed Evaluation Plan.
  - a. Describe your capacity for data collection and evaluation. Include measurements and metrics that you will utilize in order to assess effectiveness of services. How will you use the data you collect to improve your services?
  - b. Specify how the program is likely to bring about reduction of relevant MHSA PEI negative outcomes for the intended population.
6. Please provide any additional relevant information that would help reviewers understand why your agency is a good match for this program.

**D. Budget (No Page Limit). Note: A separate budget must be completed for each program selected.**

1. Provide a list of any other funding sources tied to this project.
2. Provide a detailed project budget for the project period **July 1, 2020- June 30, 2021- not to exceed the total amount allowable per program** (See Attachment C)

**IV. 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 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. While it is the intention to award the contract to one applicant, the County reserves the right to split the award in any manner deemed most advantageous to the County. The County also reserves the right to increase or decrease the award amount.
8. In an effort to reach a decision concerning the most qualified applicant, 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 BHRS staff or members of the selection review committee.

## B. Submission Deadline and Format

Please email a PDF version of your application including all attachments **no later than 3:00pm on April 17, 2020**. No verbal applications will be considered. Please submit applications to: [czager@marincounty.org](mailto:czager@marincounty.org) and cc [BHRAdmin@marincounty.org](mailto:BHRAdmin@marincounty.org) and [valcala@marincounty.org](mailto:valcala@marincounty.org)

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 deadline specified 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. Submit applications as PDF attachments using the standard 8-1/2" x 11" template, typed single-spaced, in 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. All questions and responses will be available on the County's website on or before **March 27, 2020**. No telephone consultation will be provided. **Questions must be submitted via the County website** at <https://www.marinhhs.org/rfp/2020-02>.

## V. 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 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 mental health services, alcohol and other drug program services, representatives from other county departments, representatives from local advisory boards, people with lived experience, and/or 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 Behavioral Health and Recovery Services or the Director of Health and Human Services, or designee, who will make the final recommendation to the Marin County Board of Supervisors or County Administrator.

Prior to making an award, the County may choose to conduct interviews with applicants. The purpose of the interviews would be to ask follow-up questions that may arise from the review committee and collect any additional information not gleaned from the 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 emailed 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.

The applicant grantee 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 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.

ATTACHMENT A

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

**Latino Community Connection  
Mental Health Services**

**RFP-HHS-2020-05**

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

**Legal Applicant:**

Organization Name:  
Address:  
Telephone:  
E-mail:  
Contact Person:  
Contact Person's E-mail Address:  
Type of Organization (if Applicable):  
Date of Submission:  
**Federal Tax ID No.**

**Certifications**

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

I further certify that the costs of the proposed project can be carried by the applicant for at least 90 days at any point during the term of the contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

***For County Use Only***

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

## **ATTACHMENT B**

### **Latino Community Connection**

#### **Program Selection Page**

**RFP-HHS-2020-05**

**Select the Latino Community Connection program that you are applying for in the application. Contractors may apply for up to two of the following LCC programs:**

**Program One: Early Intervention counseling services (individual and group)-** San Rafael/Canal area. The County intends to fund one (1) applicant at a rate of up to **\$130,000** for the first contract period.

**Program Two: Early Intervention counseling services (individual and group)-** Novato. The County intends to fund one (1) applicant at a rate of up to **\$130,000** for the first contract period.

**Program Three: Spanish Language Radio Show-** Marin County-wide. The County intends to fund one (1) applicant at a rate of up to **\$40,000** for the first contract period.

**ATTACHMENT C**

MHSa Prevention and Early Intervention Services PROGRAM NAME Budget			
<b>CONTRACTOR:</b>			
<b>ADDRESS:</b>			
<b>FY 2020-2021</b>			
SERVICE MONTH(S):			
		<b>Budget:</b>	<b>Budget Explanation:</b>
<b>Personnel Expenses:</b>	(Title; \$/hour; and hr/week)		Description of direct services provided to program:
Employee Benefits			@ X% of salary
	<b>Total Personnel Expenses:</b>	<b>\$0.00</b>	
<b>Travel Expenses:</b>			
	<b>Total Travel Expenses:</b>	<b>\$0.00</b>	
<b>Direct Program Expenses:</b>			
	<b>Direct Program Expenses:</b>	<b>\$0.00</b>	
<b>Subcontractors:</b>			
	<b>Total Subcontractor Expenses:</b>	<b>\$0.00</b>	
<b>Indirect:</b>			
			@X percent of budget
	<b>Total Indirect Expenses:</b>	<b>\$0.00</b>	
	<b>TOTAL PROPOSED BUDGET:</b>	<b>\$0.00</b>	

**ATTACHMENT D**

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

**COUNTY OF MARIN**

**PROFESSIONAL SERVICES CONTRACT  
2015 - 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: Prevention and Early Intervention-Older Adult ; 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 \$\_\_\_\_\_.00 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.
- 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:

Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_

**22. ACKNOWLEDGEMENT OF EXHIBITS**

***Check applicable Exhibits***

**CONTRACTOR’S  
INITIALS**

<b><u>EXHIBIT A.</u></b>	<input checked="" type="checkbox"/> <b>Scope of Services</b>	
<b><u>EXHIBIT B.</u></b>	<input checked="" type="checkbox"/> <b>Fees and Payment</b>	
<b><u>EXHIBIT C.</u></b>	<input type="checkbox"/> <b>Insurance Reduction/Waiver</b>	
<b><u>EXHIBIT D.</u></b>	<input checked="" type="checkbox"/> <b>Contractor’s Debarment Certification</b>	
<b><u>EXHIBIT E.</u></b>	<input type="checkbox"/> <b>Subcontractor’s Debarment Certification</b>	
<b><u>OTHER REQUIRED</u></b>	<input checked="" type="checkbox"/>	
<b><u>EXHIBITS (HHS</u></b>	<input checked="" type="checkbox"/>	
<b><u>USE ONLY)</u></b>	<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: \_\_\_\_\_  
 Kathryn Sears, President, Board of Supervisors

=====

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

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

1. REIMBURSEMENT SHALL BE for cost reimbursement, not to exceed the County's Maximum Allowance or the agency's published charges as stated in Exhibit B of this Agreement and not to exceed the maximum contract amount stated in Paragraph 4 of this Agreement. No amount will be paid under this Agreement unless services are authorized by the Local Mental Health Director or the Director's designee, according to the authorization procedures described in Exhibit A of this Agreement.
2. Claim for final payment must be submitted within thirty (30) days of the expiration date of this Agreement. Annual Cost Reports must be submitted within ninety (90) days of the expiration date of this Agreement. The cost of services rendered shall be adjusted to actual cost per day up to the maximum contract rate as stated in Exhibit B of this contract, but not to exceed the County's Maximum Allowance or the agency's published charges on file with the County.
3. Payment of claim due may be withheld pending receipt of documents required by this contract.
4. Contractor shall not charge any patients any fee for service but shall collect third party payments if applicable and deduct any receipts from monthly billing.
5. Contractor shall reimburse County for any audit exceptions as a function of Utilization Review by cash payment or, at the election of the Local Mental Health Director, or the Director's designee, by a credit to County on future claims for payment.

EXHIBIT C  
INSURANCE WAIVER/REDUCTION  
July 1, 2020 – June 30, 2021

CONTRACTOR:

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

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

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

Contractor does not have a private practice.
Contractor has no employees.
There is no potential for an oversight or omission which may result in financial loss to the County.

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

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

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

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

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

EXHIBIT G  
AUDITS & NONDISCRIMINATION  
April 1, 2020 – June 30, 2021

**1. AUDITS/RECORDS:**

1.1 Contractor shall maintain books, records, files, documents and other evidence directly pertinent to all work under this Agreement in accordance with accepted professional practices and accounting procedures and according to statutory agreements for the applicable time mandated, and in no case less than seven (7) years after the termination of the Agreement. County, or any of its duly authorized representatives, shall have access to such books, records, files, documents and other evidence for purposes of inspection, evaluation, audit or copying. Contractor will furnish County a certified copy of an Audit Report from an independent CPA firm by October 31, for the report covering the County's fiscal year that ended the previous June 30. The Audit Report will cover the County's fiscal year and include the independent CPA firm's review of each program operated by Contractor, with review of both expenditures and revenues for each program.

1.2 Contractor will provide County with a letter from the chair of the Contractor's Board of Directors certifying that the Board of Directors has reviewed the Audit Report.

**2. NON-DISCRIMINATION IN THE PROVISION OF SERVICES:**

2.1 Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based upon race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances. In the performance of the terms of this Agreement, Contractor shall not discriminate against any employee or applicant for employment, or against any applicant for or beneficiary of services, because of race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, disability, or any other unlawful basis.

2.2 Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth Fair Employment Practices outlined in this section. Contractor shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this Agreement.

2.3 Contractor shall develop and implement policies and procedures to ensure that all services provided under this Agreement are rendered in a manner that conforms to all local, State and federal non-discrimination statutes, regulations and ordinances, including but not limited to race, gender, national origin, disability or medical condition such as a diagnosis of Acquired Immune Deficiency Syndrome (AIDS), or upon testing positive for Human Immunodeficiency Virus (HIV), or all other applicable nondiscrimination provisions. Contractor shall ensure that its staff is adequately trained regarding these non-discrimination provisions, policies and procedures, including those that involve specific disease-related problems, issues and special recovery needs.

EXHIBIT G  
AUDITS & NONDISCRIMINATION  
April 1, 2020 – June 30, 2021

**3. Disaster Plan:**

3.1 Contractor shall have in place, and shall provide to the County, its plan for the referral and/or treatment of clients in the case of a disaster.

**1. APPLICABLE LAWS AND REGULATIONS**

- 1.1. Contractor shall provide services in accordance with all applicable 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 of the California Code of Regulations 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.
- 1.2. Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code and obtain a certification of patient's eligibility for mental health services under the California Medical Assistance Program.
- 1.3. Pursuant to Section 521 of the California Code of Regulations, Title 9, the Local Mental Health Director shall be permitted to supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served under this Contract.

**2. NON-DISCRIMINATION**

- 2.1. Non-discrimination in Services, Benefits and Facilities
  - 2.1.1. Contractor shall not discriminate in the provision of services because of race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap as provided by state and federal law.
  - 2.1.2. Contractor shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without regard to race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap.

**3. CLEAN AIR AND WATER.**

This paragraph is applicable only if the Contract exceeds \$100,000, or the Federal Contracting Officer, the State or County has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 7413 (c) (1)] or the Federal Water Pollution Control Act (33 U.S.C. 1319[c]) and is listed by EPA, or the contract is not otherwise exempt.

3.1 Contractor agrees as follows:

- 3.1.1 To comply with all the requirements of § 114 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.) and § 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) respectively relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in § 114 and § 308 of

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AUDITS & NONDISCRIMINATION  
April 1, 2020 – June 30, 2021

- the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Contract;
- 3.1.2 No obligation required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was executed unless and until the EPA eliminates the name of such facility or facilities from such listing;
- 3.1.3 To use its best efforts to comply with clean air standards and clean water standards at the facility in which the services are being performed; and
- 3.1.4 To insert the substance of the provisions of this Paragraph 3.0 into any written delegation.
- 3.2 The terms used in this Paragraph 3.0 have the following meanings:
- 3.2.1 The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 7401 et seq.).
- 3.2.2 The terms "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- 3.2.3 The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an approved implementation procedure or plan under § 110(d) of the Clean Air Act [42 U.S.C. 7410 (a)] an approved implementation procedure or plan under § 111(c) [42 U.S.C.7411 (c)] or § 111(d) [42 U.S.C. 7411(d)] or an approved implementation procedure under § 112(d) of the Air Act [42 U.S.C. 7412(d)].
- 3.2.4 The terms "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by § 402 of the Water Act (33 U.S.C. 1342).
- 3.2.5 The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- 3.2.6 The term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or delegate, to be utilized in the performance of a contract of delegation. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collected in one geographical area.

**4. CLINICAL REVIEW/PROGRAM EVALUATION**

- 4.1 The Local Mental Health Director or the Director's designee shall serve as a representative of County in all matters pertaining to services rendered pursuant to this Contract and shall administer this Contract on behalf of County, including authorization for admission, care, and discharge of all County responsible patients for whom reimbursement is provided under this Contract.
- 4.2 Contractor shall permit personnel designated by the Local Mental Health Director on its premises for the purpose of making periodic inspections and will furnish the Local Mental Health Director with such information as the Director may require to evaluate fiscal and clinical effectiveness of the services being rendered.
- 4.3 The County's formal evaluation of Contractor's program will result in a written report to Contractor within fifteen (15) working days of the conclusion of the evaluation. Any report that results from a site visit will be submitted to Contractor within fifteen (15) working days of the site visit. Contractor may submit a written response to the County Contract Manager within fifteen (15) working days of receipt of report and such response will be part of the official report.
- 4.4 Contractor shall meet the requirements of and participate in the Program Evaluation and Management Information System of Marin Mental Health Plan, and maintain clinical and fiscal records as required by the State of California, Department of Health Care Services, Cost Reporting/Data Collection System, and such other data as may be required by the Local Mental Health Director for program management, evaluation, and research requirements.

**5. APPLICABLE FEES**

- 5.1 Contractor shall not charge any patients or third-party payers any fee for service unless directed to do so by the Local Mental Health Director at the time the patient is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Health Care Services. Full published charges shall approximate estimated actual cost and shall not be less than the contract rate as stated in Exhibit "B" of this contract.
- 5.2 Contractor will perform eligibility and financial determinations, in accordance with State Department of Health Care Services' Uniform Method of Determining Ability to Pay (UMDAP), for all patients unless directed otherwise by the Local Mental Health Director.

**6. RECORDS**

- 6.1 Contractor shall maintain proper clinical and fiscal records relating to patients served under the terms of this Contract, as required by the Local Mental Health Director, the State Department of Health Care Services, and all applicable State and Federal statutes and regulations. Patient records shall include but not be limited to admission records, diagnostic studies and evaluations, patient interviews and progress notes, and records

EXHIBIT G  
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of services provided by the various professional personnel. All such records shall be maintained in sufficient detail to make possible an evaluation of services provided and to meet State Department of Health Care Services' claiming requirements.

- 6.2 Contractor agrees to extend to State Department of Health Care Services and to County, and to their respective designees, the right to review and investigate records, programs, and/or procedures, as well as the overall operation of Contractor's program, during normal business hours with reasonable notice. The contracting parties shall be subject to the examination and audit of the State of California Auditor General for a period of three years after final payment under this contract.
- 6.3 Contractor and County mutually agree to maintain the confidentiality of Contractor's patient records and information, in compliance with all applicable State and Federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees and agents of the confidentiality provisions of all applicable statutes.
- 6.4 Contractor is responsible for the repayment to County of all audit exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by Contractor under this Contract. Where unallowable costs have been claimed by Contractor and reimbursed by County, they will be refunded to County by Contractor within 30 days of receipt of invoice
- 6.5 Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with the procedures and accounting principles set forth in the State Department of Mental Health, Cost Reporting/Data Collection System.
- 6.6 Contractor's statistical records shall be maintained as required by the Local Mental Health Director and the State Department of Health Care Services on forms furnished by the Department or County. All statistical data or information requested by the Local Mental Health Director shall be provided by Contractor in a complete and timely manner.

**7. REPORTING UNUSUAL OCCURRENCES**

- 7.1 Contractor shall report unusual occurrences to the Local Mental Health Director or the Director's designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.
- 7.2 Unusual occurrences are to be reported to County within five (5) calendar days of event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:
  - 7.2.1 Complete written description of event including outcome;
  - 7.2.2 Written report of Contractor's investigation and conclusions;

EXHIBIT G  
AUDITS & NONDISCRIMINATION  
April 1, 2020 – June 30, 2021

7.2.3 List of persons directly involved and/or with direct knowledge of event.

7.3. County and the State of California, Department of Mental Health, retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

**8. LIMITATIONS/OBLIGATIONS**

8.1. Obligations of County under this Contract are contingent upon the availability of Bronzan-McCorquodale Act funds for reimbursement of the State's share of County expenditure. It is the intent of the parties that County shall not be obligated to Contractor for more than it receives in State reimbursement and the minimum statutory obligation of County share funds as specified in Division 5, Welfare and Institutions Code. In the event that State reimbursement is terminated or reduced, this Contract may be terminated or proportionately reduced, upon County's written notice to Contractor.

8.2. In the event of termination of this Contract prior to specified duration or in the event of non-renewal of contract services between Contractor and County, Contractor shall declare to County any and all accounts receivable for County-responsible patients and assign to County billings to all patients and/or payers for services rendered patients for which claims have been or are being made to County for reimbursement.

**9. REQUIRED PROGRAM SUBMISSIONS**

9.1 Contractor agrees to maintain, and to provide to County upon request, job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Contract.

9.2 Contractor agrees to maintain, and to provide to County upon request, an organizational chart that reflects Contractor's current operating structure.

9.3 Contractor shall maintain, and provide to County upon request, the complaint procedure to be utilized in the event that there is a complaint regarding services provided under this Contract. Contractor shall ensure that recipients of service under this Contract have access to and are informed of Contractor's complaint procedure.

9.4 Contractor agrees to have on file with County a schedule of Contractor's published charges, if applicable.

9.5 Contractor shall provide County an annual legal entity Cost Report, as prescribed by the State Department of Mental Health in the Short-Doyle Medi-Cal cost report instructions, no later than ninety (90) days after termination of this Contract. Failure to meet this requirement may result in reimbursement for services being suspended on future billings until the completed Cost Report is received by County.

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- 9.6 Contractor will furnish County within sixty (60) days after receipt, a certified copy of an Audit Report from an independent CPA firm. This Audit Report will cover Contractor's fiscal year which most nearly coincides with County's fiscal year. The findings of the annual Cost Report shall be subject to an audit by County and State.
- 9.7 Contractor will have an MOU in place with all approved subcontractors, which will be made available to County upon request, which defines the services to be provided and is consistent with the services described in this Contract.
- 9.8 Contractor will report all data and outcomes as required by the State or County.

**10. CONTRACTOR'S COMPLIANCE WITH PROVISIONS OF STATE CONTRACT**

- 10.1 County receives funding from the State Department of Health Care Services pursuant to an annual contracting arrangement (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") provided to County by the State Department of Health Care Services and/or protected health information (hereinafter "PHI") provided to County by the State Department of Health Care Services, and requires that County contractually obligate any of its subcontractors to also comply with these requirements. Contractor hereby agrees to be bound by, and comply with, any and all terms and conditions of the State Contract pertaining to the privacy and/or security of PII and/or PHI, a copy of which is available from Marin Behavioral Health & Recovery Services' (BHRS) Administration upon request.
- 10.2 Additionally, in the event the State Contract requires County to notify the State of a breach of privacy and/or security of PII and/or PHI, Contractor shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile. Contractor further agrees that it shall notify County of any such breaches prior to the time County is required to notify the State pursuant to the State Contract.
- 10.3 In the event the State Contract requires County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.
- 10.4 Contractor shall ensure that all staff and subcontractors complete a privacy and security training upon initial hire, and annually thereafter. Contractor shall provide evidence of these trainings when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.
- 10.5 Contractor shall ensure that all staff and subcontractors sign a confidentiality agreement upon initial hire, and annually thereafter. Contractor shall provide evidence of completed agreements when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

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10.6 Contractor shall ensure that all Providers and/or subcontracted Providers consent to and complete a criminal background check, including fingerprinting. 42 CFR 455.434(a) Contractor shall provide evidence of completed agreements when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

**11. ELECTRONIC SIGNATURE**

11.1 If Contractor uses electronic medical records, Contractor agrees to use a system that is consistent with State DMH Letter 08-10, a copy of which can be found on the State Department of Health Care Services' website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov).

11.2 If contractor or contractor's employees use any of the BHRS electronic health records (EHR) systems, contractor and employees, who may electronically sign documentation in the EHR, shall sign BHRS' Electronic Signature Agreement before access to the EHR is approved by County.

**12. PHYSICIAN INCENTIVE PLAN**

If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to County which will in turn submit the Plan to the State for approval, in accordance with the provisions of Title 42, CFR section 438.6(h).

**13. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN FEDERAL HEALTH CARE PROGRAM**

13.1 Prior to the effective date of this Contract, Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Contract null and void and may result in the immediate termination of the Contract.

13.2 Contractor shall certify, prior to the execution of the contract, that the contractor does not employ staff or sub-contractors who are excluded from participation in federally funded health care programs. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

13.2.1 [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - LEIE Federal Exclusions

13.2.2 [www.sam.gov/portal/SAM](http://www.sam.gov/portal/SAM) - GSA Exclusions Extract

13.2.3 [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) – Suspended & Ineligible Provider List

13.3 Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or sub-contractors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or subcontractors and provide evidence of these completed searches when requested by

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County, CA Department of Health Care Services or the US Department of Health & Human Services.

13.3.1 <https://www.ssdmf.com/> - Social Security Death Master File

13.4 Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and subcontractors) potential placement on an exclusions list.

**14. COPELAND ANTI-KICKBACK ACT**

Contractor must comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C.S. 3145). All contracts and subcontracts in excess of \$2,000 for construction or repair awarded by Contractor must include a provision for compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (Title 29, CFR, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States").

**15. DAVIS-BACON ACT**

Contractor must comply with the provisions of Davis-Bacon Act, as amended (40 U.S.C.3141et seq.). When required by Federal Medicaid Program legislation, all construction contracts awarded by Contractor and its subcontractors of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (Title 29, CFR, Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

**16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractor must comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as applicable. All subcontracts awarded by Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5).

**17. ADVANCE DIRECTIVES**

The Contractor must comply with all Marin Mental Health Plan policies and procedures regarding Advanced Directives in compliance with the requirements of Title 42, CFR, Sections 422.128 and 438.6(i) (l), (3) and (4).

**18. DISCLOSURES**

18.1 The State Department of Health Care Services requires County to obtain from its providers, who are entering into or renewing a provider contract, information on ownership and control interests, disclosures related to business transactions, and

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disclosures related to persons convicted of crimes. (42 CFR §§ 455.104, 455.105, and 455.106.)

18.2 Upon the execution of this Contract, Contractor shall furnish County a statement at Attachment 1, form titled “Provider Disclosure Statement,” which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the “Provider Disclosure Statement” form, an updated form should be completed and submitted to County within 35 days of the change. (42 CFR 455.104.)

18.3 Contractor must disclose the following information as requested in the “Provider Disclosure Statement” form at Attachment 1:

18.3.1 Disclosure of 5% or More Ownership Interest:

18.3.1.1 In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of individual, the date of birth and Social Security Number must be disclosed.

18.3.1.2 In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.

18.3.1.3 For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.

18.3.1.4 For individuals with five percent (5%) or more direct or indirect ownership interest of disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting prior to execution of contract. (42 CFR 455.434)

18.3.2 Disclosures Related to Business Transactions:

18.3.2.1 The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.

18.3.2.2 Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 CFR 455.105(b).)

18.4 Disclosures Related to Persons Convicted of Crimes:

18.4.1 The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person’s involvement in any

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program under the Medicare, Medicaid, or the title XXI services program since the inception of those programs. (42 CFR 455.106.)

18.4.2 County shall terminate the enrollment of Contractor if any person with 5 percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offence related to the person's involvement with Medicare, Medicaid, or title XXI program in the last 10 years.

18.5 Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with a provider if the provider fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if the provider did not fully and accurately make the disclosure as required. Disclosures must be provided to County by completing and signing Attachment 1, form titled "Provider Disclosure Statement".

19. **License Verification**

19.1 Contractor shall ensure that all staff and subcontractors providing services will have a valid professional license to practice the contracted services. This includes implementing procedures of professional license checks, credentialing and re-credentialing, monitoring limitations and expiration of licenses, and ensuring that all providers have a current National Provider Identifier (NPI) through the National Plan and Provider Enumeration System (NPPES). Contractor shall provide evidence of these completed verifications when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.