

# COUNTY OF MARIN



## DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF WHOLE PERSON CARE

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### REQUEST FOR PROPOSAL (RFP)

### Primary Care Street Medicine Services

**RFP-HHS-2020-33**

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**DATE ISSUED:**

**October 26, 2020**

**DEADLINE FOR SUBMISSIONS:**

**5:00pm November 30, 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, 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.

The County of Marin, Department of Health and Human Services (HHS) requests written proposals from those organizations eligible and qualified to provide Primary Care street medicine services, including COVID screening and testing, in a mobile medical van.

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## I. Overview

In 2020, Kaiser Permanente invited Marin Whole Person Care (WPC) to submit a grant proposal of up to \$150,000 to support COVID-19 prevention and response for individuals experiencing homelessness in our community. WPC received a \$150,000 grant to provide a street medicine mobile van service offering Primary Care (including COVID testing) and coordinated service delivery with other homeless services in order to reduce the risk of COVID among people experiencing homelessness and to support Marin's goal of ending chronic homelessness by 2022.

HHS is seeking responses from Primary Care providers that demonstrate experience and capacity to deliver Primary Care services in the form of a street medicine clinic. Applications are due on Monday, November 30th at 5:00 PM Pacific, and it is expected that awards will be announced no later than December 4th, 2020. Funds will be available as soon as the provider is under contract with HHS.

## II. Underlying Philosophies

Contractors must implement a trauma informed approach to Primary Care services (see Attachment B).

## III. Project Period

The anticipated project period will begin in January 2021 and will last up to one year.

## IV. Total Available Funding

There is a maximum of \$146,625 in available funding under this RFP. These funds will be offered on a one-time basis.

This estimate is contingent upon the anticipated funding being available. The County reserves the right to:

- Increase or decrease the estimated award and contract amount;
- Fund the proposed project in whole or in part; and
- Terminate or extend the project(s) or contract(s) based on funding availability.

## V. Use of Funds

### A. Eligible Activities:

Primary Care services offered by the street medicine mobile van program will include:

- COVID screening, testing, and connection to isolation and quarantine as appropriate
- Primary Care prevention and treatment
- Medi-Cal enrollment services
- Coordination with other outreach services so that multiple services are available together

Successful applicants must:

- Demonstrate a plan that will have the service conducting Primary Care services and outreach at least 8 hour a week on average by week 12 of the grant or sooner.
- Demonstrate a plan for serving at least 170 unduplicated individuals over the year of the grant.
- Provide services in a variety of Marin County locations (including West Marin), on the street and at encampments.
- Provide culturally and linguistically appropriate services to mono-lingual Spanish speakers including those new to or at risk for homelessness.
- Use a Trauma Informed approach (see Attachment B)

Funds may be used for:

- Staff (RN/medical assistant)
- Supplies and equipment
- Training
- Mobile medical van maintenance, fuel, and parking
- Medical supplies, including PPE
- Outreach supplies
- Indirect costs may be no more than 15% of total award

### Goals

COVID is a serious population health risk among people experiencing and at risk for homelessness. Providing culturally appropriate and accessible medical services at locations convenient to people experiencing homelessness around Marin will enable broader COVID screening and testing, reducing the risk of COVID transmission.

Engaging Marin's individuals experiencing homelessness by meeting them where they are supports our community goal of ending chronic homelessness by 2022. Individuals who are unwilling to engage in behavioral health or housing assessments may be willing to accept medical services, when offered in a culturally respectful and accessible way), which can be the beginning of a trust relationship that allows for progress on housing and other goals.

### Population to Be Served

- Populations currently underserved by the system of care, e.g. people experiencing homelessness, people disconnected from Primary Care services, people exiting institutions who were homeless upon entry, youth, people fleeing domestic violence, populations who are uninsured or not easily insured, etc.

### B. Eligible Applicants

In order to be awarded funding, an applicant must:

- Be:
  - Incorporated as a non-profit 501(c)(3) organization that has been operational for at least twenty-four (24) months prior to the release of this RFP. Any identified

- subcontractor must be incorporated and operational as a non-profit 501(c)(3) organization; or
  - o A unit of local government
- Have at least twenty-four (24) months of experience providing Primary Care for at-risk populations.

## VI. Requirements and Expectations for Contractors

### A. Administrative and Legal Requirements

- a) Contractors will be paid monthly, following the submission of a timely invoice to the Marin County Department of Health and Human Services for services performed to County's satisfaction. Specific instructions on how and when to invoice will be provided 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 awarded allocation will not be reimbursed, and Contractor agrees and understands that such expenses will be borne exclusively by Contractor.
- b) 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 contracts 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) Applicants must have proven fiscal capacity including capacity for fund accounting.
- h) Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.

- i) 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.
- j) Applicants must be eligible to receive Federal funds.
- k) Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.
- l) Contractor shall comply with applicable local, State and Federal statutes and regulations, and case law, including but not limited to the Federal Health Insurance Portability and Accountability Act (HIPAA), Title 42 of the Code of Federal Regulations, Title 9, California Administrative Code, 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.
- m) 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. The contractor is also responsible for program evaluation, fiscal record keeping, necessary audits, compliance with funding source requirements, reimbursement to the County for funds expended for non-allowable costs.

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.

## B. Additional Contractor Requirements

All Contractors are required to:

- Track and report quarterly the following service statistics for the street medicine mobile van program:
  - Number of COVID-19 tests conducted
  - Number of hours per week the street medicine service operates
  - Number of medical visits conducted
  - Number of other outreach services the street medicine service collaborates with
  - Number of housing assessments done in conjunction with the street medicine mobile van program
- Connect clients to the County's Coordinated Entry System (CES) for the purposes of assisting clients with appropriate housing.
- Adhere to the Trauma Informed philosophy in all aspects of program design and operation (see Attachment B).
- Adopt other best practices developed for addressing the needs of the target population, as appropriate.
- Maintain program and client records in legally permissible data systems as may be required.
- Comply with this Request for Application RFP-HHS-2020-33, and the terms and conditions required by the original funding source for the programs and services described by this RFP. The grantee shall also be required to comply with the terms and conditions of the County of Marin's Professional Services Contract, including all exhibits incorporated therein. The Professional Services Contract, including all incorporated exhibits, contains specific provisions including, but not limited to, nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. By submitting an Application, the applicant agrees to be bound by all terms and conditions of the Professional Services Contract, attached hereto as Attachment C, and execute the same, if selected.

- Carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as additional insured, and specific language must be included on the signed endorsement to the policy. The County also requires proof of motor vehicle and Worker's Compensation insurance. The full range of the required insurance coverage requirements are detailed in the County of Marin's Standard Professional Services Contract, attached hereto as Attachment C. It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting a proposal.

## VII. Schedule

All applicants must adhere to the timeline below.

Date	Event
October 26, 2020	Release of RFP
November 3rd, 2020	Deadline for Submission of Questions Related to RFP
November 6th, 2020	Responses to RFP Questions Posted
November 30th, 2020	Proposal Deadline
December 1st, 2020	Review Committee Meets for Initial Review & Interviews
December 2nd, 2020	Applicants Provided Notice of Intent to Award
December 4th, 2020	Appeals Due by noon
December 4th, 2020	Appeals Committee Meets after noon
December 5th, 2020	Final Awards Announced

\*Contract start date is contingent upon availability of state funds and the approval of the Board of Supervisors.

## VIII. Application Instructions

Proposals shall be in electronic 8 ½" x 11" format in 12 pt. font with 1-inch margins. Each section must adhere to the applicable page limits. Reviewers will not read beyond the established page limits. Proposals must be received as a single PDF file at [MarinWPCquestions@marincounty.org](mailto:MarinWPCquestions@marincounty.org) no later than 5:00 PM Pacific on Monday November 30th. Late applications will not be accepted. Please avoid submissions at the last minute, as large files may take some time to transmit, and all applications must be received by the deadline.

### A. Cover Page (Attachment A - Form)

Complete the attached Cover Page (Attachment A) and ensure signature.

### B. Program Design (6 pages maximum)

Please describe what your organization proposes to do with the program funding. Include in your response:

- An overall program description, including:
  - The type of program proposed
  - The overall goals of the initiative
  - How many people will be served and for what period of time
  - How the program will be staffed
- Describe how the project will reduce COVID risk, provide Primary Care services, and co-locate with other outreach services to serve people experiencing homelessness or at risk for homelessness.

- Describe readiness to launch services soon after contracting is complete.
- Describe the types of services to be provided, the process by which level of services and subsidy are determined, and how individuals will be connected to other services.
- Describe how this program will deliver culturally appropriate and accessible services in English and Spanish.
- Describe how positive COVID test results will be communicated to patients and how individuals who are tested will be connected to isolation and quarantine resources as appropriate, in collaboration with Marin County Health and Human Services.
- Describe how this program will adhere to the principles and practices of Trauma Informed Care. Please provide specific programmatic examples.
- Describe how this program will ensure that homeless participants are connected to other services and resources, including ongoing Primary Care, Behavioral Health services, employment, benefits advocacy and enrollment, legal assistance, and other services.

**C. Organizational Experience and Capacity (2 pages maximum)**

Provide a narrative description of your organization(s)'s relevant experience, including:

- Providing services similar to those proposed in your application.
- Connecting homeless participants, including participants with long histories of homelessness and complex needs, to housing and other services.
- Managing federal, state, and/or county grants and complying with funding requirements.

For respondents that propose working with other organizations or subcontractors, describe prior experience working together.

Indicate whether any of the following apply to your organization (for applicants consisting of multiple organizations, this question applies to the lead organization only):

- Loss (either voluntary or involuntary) of federal, state, or county funds in the last three years, including funding reallocation, suspension of reimbursement, repayment of grant funds or deobligation of grant funds due to performance issues (If yes, please describe circumstances).
- Unresolved funder (e.g. HUD) or financial audit findings or concerns (If yes, please describe and attach any communications pertaining to such findings or concerns. Attached communications will not count against the page limit.)

**D. Data Collection and Program Outcomes (1 page maximum)**

Describe your organization's systems and process for collecting program data and evaluating program performance, including:

- How your program will measure the success of your interventions. What will your performance targets be? If you have provided similar services before, please give examples of your program's outcomes and successes.
- How you will gather, analyze, and report on client-level data and program performance.
- What steps your organization will take if performance targets are not met.

**E. Budget (1 page maximum)**

Please prepare a one-page budget showing the breakdown of anticipated expenditures associated with the proposed activities. The budget can be in a format of the applicant's choosing, as long as it is easy to understand, fully descriptive of the proposed project, and no longer than one page long. Please be sure to include all of the costs for which proposed funds will be used.

**F. Budget Narrative (1 page maximum)**



Please describe and provide justification for all of the costs included in the Budget. Please use the Budget Narrative to explain any calculations or other elements of the budget that may require explication.

**G. Sustainability (1 page maximum)**

Please explain how the proposed activities will continue past the period in which this funding is available or, alternatively, how the activities will be phased out in a manner that does not disrupt access to services, require relocation, or impose other related hardships on participants.

**H. Supplemental Information (Attachment – OPTIONAL 5 pages maximum)**

Please include as an attachment any information that will supplement the strength of your application. This can include – but is not limited to – job descriptions; evidence of prior program performance; and/or explanatory letters regarding audit findings, deobligation, or other issues described in Section C – Organizational Experience and Capacity. Please do not attach more than 5 pages of material, total, and do not write additional narrative. Please only attach documents that enhance or explain aspects of your application and, in the main body of the proposal, please reference the attachments in order to guide reviewers to the applicable supplemental material. The supplemental information will not be scored but may be used to inform scoring of other sections of the proposal.

## IX. Application Submission Requirements

### A. General Policies

- 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.
- This RFP is in no way an agreement, obligation, or contract between County and any applicant.
- 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. Submitted applications will not be returned to the applicants.
- 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.

- 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.
- 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.
- 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, and to fund an application in whole or in part.
- 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.
- 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.
- 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.
- An application may be immediately rejected and disqualified for any of the following reasons:
  - The application is not received at the time and place specified in the RFP;
  - The application does not adhere to the required material elements of format and guidelines or substantive requirements set forth in this RFP;
  - 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 received in electronic format at the e-mail address below no later than 5:00 PM on November 30, 2020. No hard-copy or verbal applications will be considered.

Submit applications to: [MarinWPCquestions@marincounty.org](mailto:MarinWPCquestions@marincounty.org).

1. Applications must be received by the date and time recited above. 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. Applications must be submitted in standard 8-1/2" x 11" page format, typed, double-spaced, in

no less than 12-point typeface, with 1” margins and pages numbered consecutively. Not including forms or attachments, applications should not exceed 32 pages total, as shown below.

Section	Page Limit
Cover Page (Attachment A)	1
Program Design	6
Organizational Experience and Capacity	2
Budget	2
Budget Narrative	1
Sustainability	1
Supplemental Information (OPTIONAL)	5
Total	18 pages

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 Contractor 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 November 3, 2020 at 5 PM. All questions and responses will be available on the County’s website on or before November 6, 2020. No telephone consultation will be provided.

Questions must be submitted via the County website at <https://www.marinhhs.org/rfp>.

## X. Application Review and Selection Process

### A. Application Review and Selection

Staff from HHS will conduct an initial technical review of every submission 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 a Review Committee that will evaluate and rank the applications. The committee may consist of persons experienced in homelessness, housing, case management, social services, and other related areas; representatives from other county departments or local advisory boards; and any other individuals deemed 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 and the scoring rubric below:

<b>Section</b>	<b>Points</b>
Organizational Experience and Capacity	20 pts
Program Design including ability to launch services soon after contracting begins	40 pts
Alignment with Community Priorities	50 pts
Data Collection and Program Performance	15 pts
Budget and Narrative	10 pts
Sustainability	10 pts
Overall Quality, Coherence, and Completeness	5 pts
<b>TOTAL</b>	<b>150 pts</b>

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 County 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, which will make the final decision concerning whether or not to approve entrance into the Contract(s).

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 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, including fund source reporting requirements.

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

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

### C. Appeals process

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 its a Notice of Intent to Appeal with the County Office that issued the RFP by email. No other method of delivery will be accepted. The Notice of Intent to Appeal must be received at the address stated below no later than two (2) working days after the Notice of Intent to Award letter has been mailed to all participating applicants.

Charis Baz, acting director, Whole Person Care  
Marin County Department of Health and Human Services  
Email to: [MarinWPCquestions@marincounty.org](mailto:MarinWPCquestions@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.

## ATTACHMENT A: COVER PAGE

**MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**Street Medicine: RFP-HHS-2020-33**

**Date:**

**Legal Applicant:**

Name

Address

Telephone

Fax

E-mail

Amount Requested (up to \$305,302)

**Federal Tax ID No.**

Contact Person at Agency/Business:

Contact Telephone:

Contact E-mail:

**Certifications**

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.

Signature:

Date:

Name:

Title:

***For County Use Only***

**Date Received:**

**Time Received:**

**Marin County HHS Staff Signature Acknowledging Receipt of Application:**

## ATTACHMENT B: TRAUMA INFORMED CARE FOR MARIN COUNTY CONTRACTORS

**Trauma Informed Care:** A care approach that reflects adherence to six key principles rather than a prescribed set of practices or procedures. These principles may be generalizable across multiple types of settings, although terminology and application may be setting or sector-specific:

- Safety;
- Trustworthiness and transparency;
- Peer support;
- Collaboration and mutuality;
- Empowerment, voice, and choice; and
- Cultural, historical, and gender Issues.

# ATTACHMENT C: MARIN COUNTY STANDARD PROFESSIONAL SERVICES CONTRACT

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

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

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

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 1/15/2021 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: \_\_\_\_\_ Mobile street medicine project.; 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 \$ **146,625** 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 **1/15/2021**, and shall terminate on **1/14/2022**. 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: Whole Person Care

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"/> <b>Scope of Services</b>	
<u>EXHIBIT B.</u>	<input type="checkbox"/> <b>Fees and Payment</b>	
<u>EXHIBIT C.</u>	<input type="checkbox"/> <b>Insurance Reduction/Waiver</b>	
<u>EXHIBIT D.</u>	<input type="checkbox"/> <b>Contractor's Debarment Certification</b>	
<u>EXHIBIT E.</u>	<input type="checkbox"/> <b>Subcontractor's Debarment Certification</b>	
<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"**  
**FEES AND PAYMENT SCHEDULE**