

COUNTY OF MARIN



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

REQUEST FOR PROPOSAL (RFP)

**Mental Health Services Act
Domestic Violence Prevention and Outreach Services
RFP-HHS-2023-21**

<https://www.marinhhs.org/rfp/2023-21>

DATE ISSUED: November 1, 2023

DEADLINE FOR SUBMISSIONS: December 1, 2023 3:00PM PST

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 or veteran status, or status as a victim of domestic violence, assault, or stalking in employment or in its educational programs and activities. Requests for disability accommodations may be made by phoning (415) 473-4381(Voice), CA Relay 711 or by e-mail at disabilityaccess@marincounty.org.

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I. BACKGROUND

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

In 2018, Marin County Health and Human Services (HHS) 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. 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 and understanding how services result in outcomes by race and ethnicity, HHS and contracted service providers can identify opportunities to improve service delivery.

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. New and non-traditional partnerships can help remove barriers to opportunity and direct resources toward evidence-based efforts that address historic inequities.

This RFP seeks bids that demonstrate efforts to promote racial equity in providing the proposed services. To learn more about the HHS Strategic Plan to Achieve Health and Wellness Equity, visit: [MarinHHS.org/Equity-Plan](https://www.marinhhs.org/Equity-Plan)

B. Mental Health Services 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 Needs, and Workforce Education & Training. Marin's MHSA FY20/21-22/23 Three-Year Program and Expenditure Plan can be viewed on the County website www.marinhhs.org/mhsa.

Guiding Principles:

- 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

II. PROJECT DESCRIPTION AND EXPECTATIONS

A. Project Period

The contract award will be made on a competitive bid basis. The anticipated first contract period is 30 months from January 1, 2024 to June 30, 2026. 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 budget for this new RFP focused on ending Domestic Violence is for up to **\$40,000 per fiscal year**, with year one of the contract being 6 months from January 2024 to June 2024 **prorated with up to \$20,000** in funding. Year Two will be 12 months from July 1, 2024-June 30, 2025, with up to \$40,000 available. Year Three will be 12 months from July 1, 2025-June 30, 2026, with up to \$40,000 available.

C. Target Population

Community members in a position to respond to warning signs of domestic violence to implement stigma and harm reduction activities with youth and families at risk of struggling with violence are the target population.

D. Description of Services to be Provided

We invite proposals building an expansion of community training and prevention resources that will be focused on domestic violence prevention and outreach services, primarily targeting youth and families of young people that are at risk of experiencing domestic violence.

Daily, community members come into contact with families struggling with the impacts of domestic violence. Domestic violence is the most prevalent violent crime in Marin affecting hundreds of residents. Those suffering from domestic violence often face stigma. This can be more pronounced in some communities leading to an undercount of cases. Domestic violence can disproportionately impact youth under the age of 18 and an unsafe home can impact the mental health and physical wellbeing of youth. These effects can have far reaching consequences including success with school, social relationships and lifelong struggles.

The proposed program aims to provide training on early prevention and resources so the community will be better prepared to provide resources to counter the stigma of domestic violence and support families to build a safe home. By interrupting the cycle of violence, both short- and long-term impacts can be transformed into positive behaviors allowing Marin's young people to live healthy lives in which they thrive.

By implementing these proposed services, the program aims to empower community members and provide them with the essential resources to support families grappling with domestic violence, while concurrently reducing risk factors and promoting protective factors associated with mental illness, recognizing and responding to early signs of mental health issues, ensuring access to treatment for individuals with serious mental illnesses, and combatting stigma and discrimination surrounding mental health.

E. Intended Outcomes

The intended outcomes include:

- Prevention and early intervention of abusive relationships while simultaneously fostering mental health by mitigating the risk factors associated with mental illness.
- Reduced incidents of domestic violence
- Improved community awareness including warning signs of an abusive relationship and resources to support individuals or families impacted by domestic violence
- Reduced likelihood of school failure and/or unemployment and increased mental wellness
- Increase empowerment towards alternative pathways, promotion of resilience, connection to community and positive decision making.
- Working to create community environments that encourage and support healthy relationships

Long-term PEI outcomes include **reduced school failure, unemployment, prolonged suffering, 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.

F. Data Collection

A. Requirements for all programs: All programs are expected to utilize Results Based Accountability (RBA) measures to evaluate program performance.

1. **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?"*

2. **Evaluation Tools.** Contractor implements required PEI 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

III. REQUIREMENTS AND EXPECTATIONS FOR GRANTEES

If you are an organization that does not meet these requirements independently, consider partnering with an organization that does.

A. Summary of Contract Terms, Conditions and Requirements

The contractor shall be required to comply with the Americans With Disabilities Act of 1990, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations; this Request for Application RFP-HHS-2023-21; 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 contractors carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as an 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 B. Prior to submitting an application it is strongly suggested that applying entities be certain of the ability to secure this insurance and the additional insured endorsement if they are awarded the contract.

Insurance can be waived in some instances. Some valid reasons for waiving insurance include:

- No employees/ sole contractor – Workers Comp can be waived
- Not driving on county business or on county property – Auto Insurance can be waived
- Not a certified/ licensed "professional" – certain professional liability is can be waived

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 contractor 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, if applicable.
 - 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, the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations.
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. Programs should implement National Culturally and Linguistically Appropriate Services (CLAS) Standards.

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.

IV. Tentative Time Schedule

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

RFP Advertised	November 1, 2023
RFP Released to Prospective Applicants	November 1, 2023
Question/Answer Period Opens	November 1, 2023
Question/Answer Period Closes	November 15, 2023 (3:00 PST)
RFP Answers Posted	November 16, 2023
RFP Due	December 1, 2023 (3:00pm PST)
Application Review (tentative)	December 4-8, 2023
Notification of Applicant Award	By December 15, 2023
Tentative Contract Start Date*	January 1, 2024

*Date subject to Board of Supervisors schedule and County budget and contract processes.

**Contract start date is contingent upon the approval of the Board of Supervisors.

V. APPLICATION INSTRUCTIONS

In responding to the RFP (the submission is hereinafter referred to as “Application” or “Letter(s) of Interest”), complete the application <https://www.marinbhhs.org/DVRFP> and use the section below as guidance. A non-response will result in disqualification of the application, so please ensure that all applicable fields are completed.

A. Cover Page (5 Points)

Submit electronically here: <https://www.marinbhhs.org/DVRFP>

OR if submitting via email: Complete and sign the attached Cover Page (Attachment A) to the County of Marin.

B. Applicant Capability (75 points)

1. Provide an overview of your agency, including its mission, experience, and expertise in serving communities impacted by domestic violence. (5 points)
2. Present a detailed program building an expansion of community training and prevention resources that will be focused on domestic violence prevention and outreach services, primarily targeting youth and families of young people that have experienced domestic violence. Make sure to outline the range of services, resources, support to be offered, specify the target population, community service locations, anticipated capacity and expected outcomes. (25 points)
3. How will this funding support the scope of your current work vs expanded and new work? (10 points)
4. How do you plan to address the impact to mental wellness associated with the stigma of domestic violence and the unique challenges of working with communities that have traditionally under reported cases? (15 points)
5. How does your organization ensure that the services provided are responsive to the diverse cultural, linguistic, LGBTQ+, gender, and other specific needs of youth and families experiencing domestic violence? (10 points)
6. Describe the proposed methods for evaluating the effectiveness and impact of the program. Outline key performance indicators and data collection strategies to be utilized. (10 points)

C. Budget (25 points)

1. Please provide a comprehensive budget. Ensure that all requested funds are included in the submitted budget. You can access the Budget template as Attachment B in the RFP.
2. Please provide a detailed explanation outlining your proposed utilization of the three-year funding totaling **\$100,000**. **\$20,000** will be allocated for the first year (1/1/24 - 6/30/24) and **\$40,000** will be allocated **each of the following two years** (FY 24/25 and FY 25/26).

VI. 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. 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.
9. 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 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.
10. 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 Marin County staff or members of the selection review committee.

B. Submission Deadline and Format

- a. Please complete your application including any attachments **no later than 3:00PM PST on Friday December 1, 2023**. No verbal applications will be considered.
 1. Proposals must be received by the date and time recited above. It is up to the applicant to ensure that the application was received by the date and time recited above. Proposals, modifications, or corrections received after the 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. Please complete the application at <https://www.marinbhhs.org/DVRFPP> Please make sure that your submission includes all the necessary information from the cover page (attachment A), the application questions (pages 8- 9), and the budget template (attachment B). If you encounter any difficulties when submitting online, you have the option to submit your application as a PDF by emailing BHRSMHSA@marincounty.org. If you choose to submit an emailed PDF application, please limit it to a maximum of three 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 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 November 15, 2023.** No telephone consultation will be provided.

Questions must be submitted via the County website at: <https://www.marinhhs.org/rfp/2023-21>.

VII. APPLICATION REVIEW AND SELECTION PROCESS

A. Application Review and Selection

HHS staff 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 will be comprised of parties knowledgeable about the services sought by this RFP from diverse backgrounds, **including persons with lived experience from the target population of this RFP**, representatives from other county departments, representatives from local advisory boards or community based organizations, and/or any other individuals that HHS deems capable and appropriate for the selection of potential providers. The committee shall not include any 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. The County reserves the right to seek clarifying or additional information from applicants, potentially including site visits or agency interviews.

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.** Refer to Attachment C for a copy of the County's Standard Professional Services Contract.

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

For the duration of the contract period, 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: Cover Page

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

**Mental Health Services Act
Domestic Violence Prevention and Outreach Services**

RFP-HHS-2023-21

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 60 days at any point during the term of the contract.

Signature:

Date:

Name:

Title:

For County Use Only

Date Received:

Time Received:

Marin County BHRS Staff Signature Acknowledging Receipt of Application:

ATTACHMENT B: BUDGET WORKSHEET See Excel Document Attachment

		Yr. 1	Yr. 2	Yr. 3
A. Expenditures				
1. Personnel Expenditures (Personnel need to complete program activities. Please include all staff that will be funded through this grant.)				
a. Employee Salary	FTE or number of hours			
	i. Employee 1 Title (\$/hour and hour/week assigned to this project)			
	ii. Employee 1 Title (\$/hour and hour/week assigned to this project)			
	iii. Employee 1 Title (\$/hour and hour/week assigned to this project)			
	iv. Employee 1 Title (\$/hour and hour/week assigned to this project)			
	b. Subtotal of all salaries	\$ -	\$ -	\$ -
c. Employee Benefits				
	i. Part time benefits			
	ii. Full time benefits			
	iii. Subtotal of benefits			
Subtotal of Personnel Expenditures		\$ -	\$ -	\$ -
2. Operating Expenditures				
	Notes or descriptions			
	a. Rent			
	b. Utilities			
	c. Consultant or contractor			
	d. Office Supplies			
	e. Technology equipment and licenses			
	f. Telephone and cell phones			
	g. Web/internet			
	h. Insurance			
	i. Staff development			
	j. Staff finger-printing/background checks			
	k. Other - describe			
	l. Other - describe			
	m. Other - describe			
Subtotal of Operating Expenditures		\$ -	\$ -	\$ -
3. Admin/Indirect rate: 10% of budget				
Subtotal Admin/Indirect Costs				
B. Revenues -- if applicable				
	a. Grants			
	b. Donations			
	c. Other Revenue			
Total Revenues		\$ -	\$ -	\$ -
D. Total Proposed Operational Budget		\$ -	\$ -	\$ -

ATTACHMENT C: STANDARD PROFESSIONAL SERVICES CONTRACT

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: _____; and

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The County agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO COUNTY:

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

5. TIME OF CONTRACT:

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

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has

employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

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**

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

BOS or County Administrator

=====

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

County Counsel: _____ Date: _____