

COUNTY OF MARIN



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

REQUEST FOR PROPOSAL (RFP)
HomeKey+ Co-Applicant

RFP-HHS-2025-06

<http://www.marinhhs.org/rfp/2025-06>

DATE ISSUED:

April 7, 2025

DEADLINE FOR SUBMISSIONS:

April 21, 2025 at 10am 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 of 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. Homekey+

In the March 2024 primary election, California voters narrowly approved Proposition 1, which included the Behavioral Health Services Act (Senate Bill 326) and the Behavioral Health Infrastructure Bond Act (Assembly Bill 531; BHIBA). The BHIBA is a \$6.38 billion general obligation bond to develop a wide range of behavioral health treatment, residential care settings, and supportive housing to help provide appropriate care facilities for Californians experiencing mental health conditions and substance use disorders. Homekey+ is the Permanent Supportive Housing component of the BHIBA. Projects must make a commitment to serve Medi-Cal beneficiaries.

Like other programs administered by the State of California that serve people experiencing homelessness, Homekey+ requires the use of Housing First, which is an evidenced-based model that quickly and successfully connects individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry or continued tenancy, such as sobriety, treatment or service participation requirements.

Properties with funding awarded by the California Department of Housing and Community Development (HCD) Homekey+ program are to be used as supportive housing for veterans and other individuals who are homeless—or at risk of homelessness—with behavioral health disorders. Homekey+ is an opportunity for state, regional, and local public entities to develop a broad range of housing types, including but not limited to, the following:

- Conversion of nonresidential structures to residential dwelling units.
- Conversion of commercially zoned structures, such as office or retail spaces, to residential dwelling units.
- Conversion of buildings with existing residential or interim uses that will be used to create PSH units.
- Multifamily rental housing Projects.
- Scattered site housing on multiple contiguous or non-contiguous sites is permitted as long as the resulting housing has common ownership, financing, and property management.

All Homekey+ Permanent Supportive Housing (PSH) project types require a 55-year affordability term.

Homekey+ applications are due to the State by May 30, 2025. Review the Notification of Funding Availability and additional details here: <https://www.hcd.ca.gov/grants-and-funding/homekey-plus>

B. Project Introduction

The County is looking to partner with a non-profit or for-profit corporation, a limited liability company (LLC), and/or a limited partnership (LP) as a Co-Applicant.

The County is seeking a co-applicant who can prove ownership or site control, complete necessary renovations and upgrades, and operate the(se) site(s) as supported housing for people with behavioral health disorders. Co-applicant may subcontract the operations of proposed facilities to other non-profit organizations experienced in operating supported housing sites. This subcontracting arrangement should be specified in the response to this RFP.

Funding for this project is not guaranteed and is contingent on the County receiving Homekey+ funding or identifying an alternate funding source. It is expected that the Co-Applicant will work closely with the County in applying for funding from the State. This RFP is not a commitment or contract of any kind. The County reserves the right to accept and award a recommended Applicant or Applicants as described in this RFP, reject all applicants, or award contracts to multiple applicants. All submissions in response to this RFP will become the property of the County and considered public records.

Only one proposal may be submitted from a single bidder.

When preparing a proposal in response to this request, please:

- Carefully read the entire RFP document before you start, and make sure that all procedures and requirements of the RFP are accurately followed and addressed.
- Review answers to questions posted by bidders (Bidders' Conference and/or questions and answers from website), as noticed in this document.
- Carefully review the entire proposal prior to submittal and use the checklist provided in this RFP to make sure everything has been completed as instructed.
- Submit a complete proposal by the required deadline.

II. PROJECT DESCRIPTION AND EXPECTATIONS

A. Project Period

Homekey+ applications are due to the State no later than May 30, 2025. The selected applicant will be expected to collaborate with the County on the Homekey+ application to the State.

If awarded Homekey+ funds, the project will be subject to the following deadlines. The dates begin 60 days after the Homekey+ Conditional Award letter date to allow time for the County, the successful applicant, and the State to execute a Standard Agreement:

- Complete Construction: 12 months if rehabilitation; 24 months if new construction (*Construction Completion can be proven by a Temporary Certificate of Occupancy, Certificate of Completion, or Contractor scope of work with signed statement of completion*)
- Complete Expenditure: 15 months; 27 months if new construction
- Complete Occupancy: 15 months; 27 months if new construction (*Occupancy Completion is proven by Rent Roll or other forms of verification to prove units are occupied*)

All Homekey+ Permanent Supportive Housing (PSH) project types require a 55-year affordability term.

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

B. Available Funding

Funding for this project is contingent on being awarded grant funding through HCD. Per Homekey+ regulations, *Total Development Cost* (TDC) per unit caps for new construction will be the lesser of: \$450,000 per unit, OR the [2024 TCAC Basis Limits](#) for the applicable county where the Project is located and unit size. For Marin County that would be \$384,234 per Studio unit or \$443,018 per one-bedroom unit.

Funds for delivering treatment services or supportive housing will include Medi-Cal, State General Fund, Behavioral Health Services Act Housing Funds, and other federal, state and/or local revenues. If the Homekey+ application is unsuccessful or if the funding is fully expended prior to application, the County reserves the right to use other Mental/Behavioral Health Services Act funding or another funding source to support a project selected through this RFP at the County's discretion.

Proposed projects will require the final approval of the Board of Supervisors, after the Department of Health and Human Services and the Office of the County Executive review the final plans.

C. Target Population

Homekey+ funding is targeted for Permanent Supportive Housing for individuals or households with an individual who is Homeless, Chronically Homeless, or At Risk of Homeless, and who are also living with a Behavioral Health Challenge.

D. Project Description

The County seeks an experienced co-applicant to partner with the County on the Homekey+ application. **This co-applicant must have site control of an eligible property within Marin County.** This co-applicant would need to be able to prove ownership or site control, complete necessary construction, renovations, and upgrades, and operate the(se) site(s) as permanent supportive housing.

The Co-Applicants role will include the following, non-comprehensive, tasks to be completed prior to May 30, 2025:

- Prove site control for project site and perform site-related due diligence and environmental reviews
- Select, perform due diligence, and hire industry professionals such as a licensed architect(s), General Contractor or Construction Manager, and any other necessary partners (such as a Financial Consultant or Developer) to:
 - Provide a detailed Development Plan for the Homekey+ application that supports completion of rehabilitation or construction, occupancy, and fund expenditure before all program deadlines, factoring in entitlements, permits, procurement, potential construction delays and supply chain issues, and demonstrates evidence of strong organizational and financial capacity to develop the Project.
 - Develop preliminary plans
 - Create a Development Budget for the PSH units Homekey+ application
- Lead many sections of the Homekey+ application including required operating plans and policies
- See <https://www.hcd.ca.gov/grants-and-funding/homekey-plus> for Homekey+ Application requirements

Longer-term role, example duties:

- Oversee design and construction services and manage payment of subcontractors and requirements of HCD
 - Specific duties would be outlined during contract negotiation and be in alignment with HCD requirements
- Operate the program as permanent supportive housing (may subcontract for property management or services but need to identify that plan up front for the application)
 - HCD examples: Permanent Supportive Housing – example requirements:
 - Accepting referrals from County sources, primarily coordinated entry in coordination with BHRS
 - Managing the property in accordance with all regulatory agreements
 - Overseeing all lease-up activities and ensuring occupancy on an ongoing basis
 - Ensuring the ongoing safety and security of residents, site, and the surrounding areas
 - Coordinating closely with service providers to support health and stability of residents
 - Maintaining close communication with neighbors and neighborhood associations, local law enforcement and first responders, and other stakeholders to ensure prompt resolution of any concerns or issues
 - Operating the program in a trauma-informed manner aligned with the principles of harm reduction and housing first
 - Specific operating tasks and functions will be determined in collaboration with the County when developing an operating agreement around on-going services and supports.

E. Intended Outcomes, Goals, or Objectives

The County's primary goal is the development of a continuum of treatment and housing options for people with serious behavioral health disorders, including mental illnesses and substance use disorders. Identified objectives for the program include the following:

- Provide permanent supportive housing to individuals with serious behavioral health disorders
- Ensure habitable, safe, and high-quality housing that is accessible to people with disabilities and/or mobility challenges
- Connect residents to a comprehensive array of onsite and community-based services
- Ensure long-term sustainability of the project by securing funds for long-term operations
- Work with neighbors and the community to integrate the project and residents into the local community

F. Eligible Applicants

Eligible applicants for this RFP are nonprofit or for-profit corporation, a limited liability company (LLC), and/or a limited partnership (LP) as a Co-Applicant.

Applicants should have experience with Permanent Supportive Housing and have experience in applying for government funding, overseeing construction and remodel of property, and operating programs.

Eligible applicants may subcontract. This should be specified in the statement of qualifications. The County reserves the right to accept or reject subcontractors.

Co-Applicants must be in good standing with the State of California and all agencies and departments thereof. By way of example and not limitation, a Co-Applicant must be qualified to do business in the State of California and must be in good standing with the California Secretary of State and the California Franchise Tax Board. Applicants that are delinquent in meeting the material requirements of previous HCD Awards may, in HCD's reasonable discretion, fail threshold review. A Certificate of Good Standing, dated within 30 days of application due date, must be submitted with the Homekey+ application.

G. Reporting and Performance Requirements

For the purpose of this RFP, there are no specific reporting requirements. Substantial state reporting will be necessary once a project is funded and operational. Details will be included as part of the response to the state's RFA.

III. REQUIREMENTS AND EXPECTATIONS FOR GRANTEES

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-2025-06; 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 by submitting Exhibit C – attached to a Professional Services Contract. 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

Additional insurance requirements are required by HCD for Homekey+ projects which should be reviewed by the applicant.

C. Administrative and Legal Requirements

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. Applicants must have proven fiscal capacity including capacity for fund accounting.
7. Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.
8. 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.
9. Applicants must be eligible to receive Federal funds.
10. 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.
11. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.
12. If applicable, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later.
13. 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.
14. 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	4/7/2025
RFP Released to Prospective Applicants	4/7/2025
Question/Answer Period Opens	4/7/2025
Question/Answer Period Closes	4/14/2025 at 3:00pm
RFP Answers Posted	4/16/2025
RFP Due	4/21/2025 at 10:00am
Application Review and Selection Process	4/22/2025
Notification of Intent to Award	4/23/2025

V. APPLICATION INSTRUCTIONS

In responding to the RFP (the submission is hereinafter referred to as “Application” or “Letter(s) of Interest”), use the outline as it appears below and label your responses accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Application Review Committee. A non-response will result in disqualification of the Application. Ensure that all applicable fields are completed and that the cover page is signed.

A. Cover Page (1 Page Limit – Use Template Provided in Attachment A)

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

B. Applicant Capability

The County seeks a proposal to perform the tasks identified above. Selection of the Co-Applicant will be based on directly relevant skills, experience, and qualifications as reflected in each submission, however current site control of a possible site for Homekey+ in Marin County is a requirement.

Question 1: Please identify the address(es) of the property that you have site control of, where you are proposing the construction of or rehabilitation to convert to Permanent Supportive Housing (PSH) units.

Address: _____

Question 2: How many units of PSH would you propose at this site (may be a range): _____

Question 3: Please describe a brief narrative of your proposed project(s) (one paragraph per project proposal is sufficient)

Question 4: Please identify which of the services in the grid below you would plan to subcontract. If you plan to do the service yourself, indicate your agency’s name in the grid for Organization name. If you plan to subcontract but have not yet identified a partner, please indicate that as well.

Contact Type	Organization Name	Lead Person for this Project
Property Management Agent		
Financial Consultant		
Lead (primary) Service Provider		

General Contractor		
Architect		
Other (specify)		
Other (specify)		

Question 5: Please describe your organization’s experience with the following three activities (no more than one page) and please include specific program/project names as examples whenever possible:

- Applying for funding from the Housing and Community Development (HCD) or other State or Federal funding for capital or construction projects
- Overseeing construction projects
- Operating housing programs

C. Supplemental Materials (optional; 12 page limit)

The following materials are not required but up to 12 pages can be provided to supplement your proposal:

- Resumes or other material about the proposed personnel or contractors for this project

VI. APPLICATION SUBMISSION REQUIERMENTS

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

Please Email a PDF version of your application including all attachments **no later than 10:00am PST on April 21, 2025**. No verbal applications will be considered. Email should be directed to Todd Schirmer at todd.schirmer@marincounty.gov cc'ing BHRSMHSA@marincounty.gov

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. Applications must be submitted via email as a PDF on standard 8-1/2" x 11", typed, in no less than 12-point typeface, with 1" margins and pages numbered consecutively. Must be in accessible format.
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 must be submitted no later than 3:00pm on April 14, 2025, and responses will be available on the County's website on or before April 16, 2025. No telephone consultation will be provided. **Questions must be submitted via the County website** at <https://www.marinhhs.org/rfp>

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, 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 evaluation system (below). 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 designee, who will make the final recommendation to the Marin County Board of Supervisors or County Executive.

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 may be contacted to execute the County's Standard Professional Services Contract for cost and services related to applying for the Homekey+ program as Co-Applicant. 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 B 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**

Homekey+ Co-Applicant

RFP-HHS-2025-01

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: 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:

APPROVED BY
COUNTY OF MARIN:

By: _____

Name: _____

Title: _____

By: _____

BOS or County Administrator

=====

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

County Counsel: _____ Date: _____