

COUNTY OF MARIN



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

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REQUEST FOR QUALIFICATIONS (RFQ)

**Clinical Psychologist or Psychiatrist to Complete Conservatorship Evaluations**

**RFQ-HHS-2025-07**

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**DATE ISSUED:** April 23, 2025

**DEADLINE FOR SUBMISSIONS:** May 9, 2025

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](mailto:disabilityaccess@marincounty.org).

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## I. BACKGROUND

### Lanterman-Petris-Short Act

The Lanterman-Petris-Short (LPS) Act of 1967 reformed California’s mental health system. It created new processes and criteria for involuntary psychiatric holds and conservatorships, with a goal to balance individual rights with the need for treatment in cases where a person is gravely disabled due to a mental disorder. LPS conservatorships enable a court-appointed conservator to make decisions for an individual who cannot make those decisions themselves due to a severe mental illness. Senate Bill 43 of 2023 expanded the definition of grave disability to include those who have a severe substance use disorder.

### Marin County Office of the Public Guardian

The Marin County Office of the Public Guardian (PGO) is a County agency with the Health and Human Services (HHS) department responsible for protecting and assisting vulnerable adults who are unable to care for themselves due to a severe mental illness, cognitive impairments, or other disabilities. The PGO manages LPS and probate conservatorships, ensuring conserved individuals receive necessary medical care, housing, and financial oversight. The PGO works closely with the Marin County Superior Court, County Social Services and Behavioral Health and Recovery Services, and local hospitals and healthcare systems.

With this RFQ, Marin County seeks to develop a panel of qualified Clinical Psychologists and Psychiatrists to complete LPS conservatorship evaluations. These evaluations will be utilized in LPS Court proceedings to determine whether a referred individual meets criteria to be placed on either a temporary or permanent LPS conservatorship. Clinical Psychologists and Psychiatrists must be available to testify in LPS Court proceedings in relation to their evaluations.

## II. PROJECT DESCRIPTION AND EXPECTATIONS

### A. Project Period

The purpose of this RFQ is to generate a list of qualified Clinical Psychologists and Psychiatrists who are able and available to complete LPS conservatorship evaluations when referred by the PGO. Respondents to this RFQ, who agree to and are evaluated as meeting these minimum guidelines, will form the basis of that list.

Note: This RFQ is not intended as a competitive process but is intended as a vetting and monitoring process whereby those eligible applicants may submit their qualifications for review in order to be considered for placement on a list of eligible Clinical Psychologists and Psychiatrists to complete LPS conservatorship evaluations for to the County of Marin. Assignment of cases will be made on a case-by-case basis.

The anticipated contract period is one year (July 1, 2025 through June 30, 2026) and is contingent on contract approval, compliance and funding availability. Contracting beyond June 30, 2026 may be an opportunity depending on future funding availability.

### B. Available Funding

The County intends to create a list of qualified licensed Clinical Psychologists and Psychiatrists to complete LPS conservatorship evaluations. The funding for these evaluations depends on experience and qualifications and will be negotiated with each qualified applicant. Payment will be inclusive of time spent reviewing records, meeting with referred clients, administering test instruments (if necessary), interviewing collateral sources of information, writing a report, preparing for testimony, and testifying in Court.

### C. Target Population

Individuals will be referred to the panel of Clinical Psychologists and Psychiatrists by the PGO as part of their investigation into conservatorship eligibility. Typically, these individuals will be housed in an inpatient psychiatric unit (at MarinHealth Medical Center or other facility) or the County Jail and have a diagnosis of a serious mental illness and/or serious substance use disorder. The LPS conservatorship evaluation typically follows an inpatient psychiatric commitment under WIC 5150, 5585, 5250, 5270, or other relevant involuntary commitment statute, and follows a referral by a treating psychiatrist to the PGO. Referrals can also be made by the Marin County Superior Court for incarcerated individuals.

### D. LPS Conservatorship Evaluation Components

LPS Conservatorship Evaluations have several required components and Clinical Psychologists and Psychiatrists on the eligibility list should be prepared to address all of them in their evaluations and reports. Note, two criteria will change with the full implementation of SB 43 in Marin County on January 1, 2026. Evaluations should generally cover the following:

- Whether the person has a mental disorder, including a DSM-5-TR diagnosis (through December 31, 2025)
- Whether the person has a mental disorder, a severe substance use disorder, or a co-occurring mental disorder and severe substance use disorder (after January 1, 2026)
- Whether a person has the ability to provide for their own food, clothing, and shelter (through December 31, 2025)
- Whether a person has the ability to provide for their own food, clothing, shelter, personal safety, and necessary medical care (after January 1, 2026)
- Whether a person is unable or unwilling to voluntarily accept meaningful treatment necessary for their mental condition
- What is the least restrictive level of care necessary to treat the person's mental condition
- Whether Assisted Outpatient Treatment and CARE Court have been considered but conservatorship is still recommended because no suitable alternatives to conservatorship are available
- What placement is appropriate (e.g. Institute for Mental Disease, Board and Care)
- Whether a person should have restriction placed on them, including:
  - Not having the right to consent to treatment related to his/her being gravely disabled, including medications;
  - Not having the right to consent to routine medical treatment unrelated to his/her being gravely disabled;
  - Not having a license to operate a motor vehicle;
  - Not being able to enter into contracts or transactions in excess of \$40
  - Not being allowed to possess firearms

*Murphy Conservatorship Evaluations:* In certain circumstances, Clinical Psychologists and Psychiatrists will be asked to complete Murphy Conservatorship Evaluations. These evaluations differ from standard LPS Conservatorship Evaluations in several ways. These are used for individuals who have been found Incompetent to Stand Trial due to a severe mental disorder, have been charged with a felony, and are deemed a substantial danger to others. Typically, individuals referred for a Murphy Conservatorship Evaluation have spent time at a State Hospital receiving competency restoration treatment, but they were found to have no substantial likelihood of restoration within statutory timeframes. These individuals are then referred back to the PGO for further investigation and a Murphy Conservatorship Evaluation. Murphy Conservatorship Evaluations have different required elements to a standard LPS Conservatorship Evaluation. These include the following:

- Whether the person has a mental disorder, including a DSM-5-TR diagnosis
- Whether a person is currently incompetent to stand trial
- Whether a person is a danger to others
- What is the least restrictive level of care necessary to treat the person's mental condition

Clinical Psychologists and Psychiatrists will obtain information to address these required components through a combination of clinical activities, based on their experience and licensure, and may include (but are not limited to): interview with the referred individual, interview with collateral sources such as family members and/or treatment providers, review of records, mental status examination, and psychological tests.

It is expected that each LPS Conservatorship Evaluation will result in a written report with clear articulation and justification for the conclusions. Additionally, evaluators will be required to submit a signed Marin County Superior Court Declaration form, if applicable.

On occasion, Clinical Psychologists and Psychiatrists may be subpoenaed to testify about the contents of their LPS Conservatorship Evaluations. Qualified Clinical Psychologists and Psychiatrists should have experience testifying in court and be familiar with evidentiary rules.

It is anticipated that most individuals referred for an LPS Conservatorship Evaluation will be on a psychiatric inpatient unit or in-custody at the Marin County Jail. Some individuals will be located in long-term residential placements in Marin County or elsewhere.

All evaluations must be completed within 30 days of referral.

## **E. Eligible Applicants**

Eligible applicants include Clinical Psychologists with a current California license by the Board of Psychology, or Psychiatrists with a current California license by the Medical Board. Applicants should have a minimum of two years of experience completing forensic assessments, with preference given to those who have experience with LPS Conservatorship evaluations. For Clinical Psychologists, an additional requirement is that they must have a doctoral degree in psychology, be licensed at the time of the evaluation, and have at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders.

### 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 RFQ-HHS-xx; and the terms and conditions required by the original funding source for the programs and services described by this RFQ 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 D. 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 can be waived

#### C. Administrative and Legal Requirements

1. Contractors will be paid on per-evaluation 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 \$2,000 per evaluation. 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 RFQ 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 RFQ 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 RFQ 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 RFQ.
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:

RFQ Advertised	04/23/2025
RFQ Released to Prospective Applicants	04/23/2025
Question/Answer Period Opens	04/23/2025
Question/Answer Period Closes	05/02/2025
RFQ Answers Posted	05/09/2025
RFQ Due	05/16/2025
Application Review and Selection Process	May/June 2025
Notification of Intent to Award	June 2025
Public Announcement	June 2025
Board of Supervisors contract approval*	Not needed
Contract Start Date**	July 2025

\*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 RFQ, use the outline as it appears below and label your responses accordingly. If the total number of pages exceeds the parameters state below, the additional pages will be discarded and will not be



reviewed by the Application Review Committee. A non-response will result in the disqualification of the Application.

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.

- A. Curriculum Vitae or resume (no page limit)
- B. Work sample (no page limit): Applicants shall submit one sample assessment write-up (with identifying information removed) that shows competency in an LPS Conservatorship Evaluation or similar type of evaluation.
- C. Responses to the following questions (1 page limit): Describe your experience conducting forensic psychological or psychiatric evaluations that include psychiatric diagnosis and other elements that are related to an LPS Conservatorship Evaluation. In your response, be sure to cite specific examples of your professional experiences and the number of years you have worked in forensic behavioral health. Ensure this meets the eligibility criteria listed in section II.E above. Include any experience with Courtroom testimony as an expert witness.
- D. Names and contact information of two professional references with knowledge of your work completing psychological or psychiatric evaluations.
- E. Your proposed rate, either hourly or flat fee-per evaluation.

## **VI. APPLICATION SUBMISSION REQUIREMENTS**

### **A. General Policies**

- 1. The County assumes no obligation for any of the costs associated with responding to this RFQ including, but not limited to, development, preparation, and submission of applications.
- 2. This RFQ 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 RFQ 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 RFQ 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 RFQ. The County also reserves the right to accept and reject any or all of the RFQ, cancel the RFQ 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 RFQ;
  - b. The application does not adhere to the required material elements of format and guidelines or substantive requirements set forth in this RFQ;
  - 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 3:00pm PST on May 16, 2025**. No verbal applications will be considered. Email should be directed to Todd Schirmer, PhD, CCHP at [todd.schirmer@marincounty.gov](mailto:todd.schirmer@marincounty.gov) and cc'd to: taffy.lavie@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 RFQ 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 RFQ 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 RFQ and the award of the contract to a successful applicant, contact regarding the specific subject of this RFQ between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFQ, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFQ. 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 RFQ process.
- (2) **Questions regarding the RFQ:** To maintain a fair and impartial process, all questions regarding this RFQ 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 May 2, 2025 and responses will be available on the County's website on or before May 9, 2025. No telephone consultation will be provided. **Questions must be submitted via the County website** at <https://www.marinhhs.org/RFQ> [www.marinhhs.org/RFP](http://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 RFQ 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 RFQ from diverse backgrounds, 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 RFQ. Each committee member will read and score each application using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFQ. 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 & 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. Protest Procedure

Within five calendar days of the issuance of a notice of intent to award the contract, any Applicant that has submitted a proposal may submit a written notice of protest. The notice of protest must include a written statement specifying in detail each and every ground asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the Applicant must specify facts and evidence sufficient for the County to determine the validity of the protest.

### Delivery of Protest:

All protests must be submitted in writing and received by 5:00pm on June 6, 2025 by email to Todd Schirmer, PhD, CCHP ([todd.schirmer@marincounty.gov](mailto:todd.schirmer@marincounty.gov)) or at the following address:

Marin County Department of Health and Human Services,  
Todd Schirmer, PhD, CCHP  
20 North San Pedro Rd  
San Rafael, CA 94903

If a protest is mailed via U.S. Mail, it must be postmarked within 5 calendar days of the notice issuance. The Applicant bears the risk of non-delivery.

The protest will be forwarded, through the appropriate administrative channels, to the Director of the Marin County Department of Health and Human Services, or designee. The Department Director or designee may review the original RFQ Application(s), the public notice, the Request for Application document, and the scoring instruments of the Application review committee, and any other document deemed appropriate. The Department Director or designee will provide a written response to the protest, including any action that will be taken, if applicable. The decision of the Department Director or designee shall be final.

### C. 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 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 RFQ process for these services at a future date.

ATTACHMENT A – Application Cover Page

Marin County Department of Health and Human Services  
 Division of Behavioral Health and Recovery Services

Clinical Psychologist or Psychiatrist to Complete Conservatorship Evaluations (RFQ-HHS-2025-07)

**Applicant Information**

Legal Entity Name	
Applicant Contact Name	
Address	
Telephone	
E-mail	
DMC Certification Number (if applicable)	
6-Digit DHCS Provider ID (if applicable)	
Federal Tax ID	
<p><b>Certification:</b> The applicant certifies to the best of their knowledge and belief that the data in this application is true and correct and that filing of the application has been duly authorized by the governing body of the applicant and that applicant will comply with the assurances required of applicant if the application is approved and a contract is awarded. The applicant also attests that the costs of the project can be carried by the applicant for at least 60 days at any point during the term of the contract.</p>	
Signature	
Printed Name	
Title	
Date	

**Attachment B**  
**COUNTY OF MARIN PROFESSIONAL SERVICES CONTRACT**

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

**RECITALS:**

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

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

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

**1. SCOPE OF SERVICES:**

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

**2. FURNISHED SERVICES:**

The County agrees to:

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

**3. FEES AND PAYMENT SCHEDULE:**

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

**4. MAXIMUM COST TO COUNTY:**

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

**5. TIME OF CONTRACT:**

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

**6. INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

#### Workers' Compensation:

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

#### Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

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

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

#### **8. SUBCONTRACTING:**

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

#### **9. ASSIGNMENT:**

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

#### **10. LICENSING AND PERMITS:**

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

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

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts



or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

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

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

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

**13. TERMINATION:**

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

**14. APPROPRIATIONS:**

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

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

**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

**16. AMENDMENT:**

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

**17. ASSIGNMENT OF PERSONNEL:**

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

## **18. JURISDICTION AND VENUE:**

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

## **19. INDEMNIFICATION:**

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

## **20. COMPLIANCE WITH APPLICABLE LAWS:**

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

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

### **Exhibit D - Debarment Certification**

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

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

**21. NOTICES:**

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

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

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

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

Notices shall be given to Contractor at the following address:

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

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

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

**22. ACKNOWLEDGEMENT OF EXHIBITS**

***Check applicable Exhibits***

**CONTRACTOR'S  
INITIALS**

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

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

**CONTRACTOR:**

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

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

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

**APPROVED BY  
COUNTY OF  
MARIN:**

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

BOS or County Administrator

REQUEST FOR PROPOSAL

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

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

ATTACHMENT C: DELCARATION OF CONSERVATORSHIP