

**COUNTY OF MENDOCINO HEALTH AND HUMAN
SERVICES AGENCY,
Department of Public Health,
Community Wellness**

747 S. State Street • UKIAH, CA 95482
guntlyc@mendocinocounty.org

REQUEST FOR PROPOSAL (RFP)

OPIOID MISUSE PREVENTION SERVICES FOR YOUTH

RFP No.	PH-20-002-RFP
RFP Issue Date:	May 28, 2020
RFP Submission Deadline:	July 1, 2020
Issued by:	Department of Public Health, Community Wellness



REQUEST FOR PROPOSAL

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COUNTY OF MENDOCINO

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I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino to contract with one or more Vendors to provide opioid misuse prevention services to school-age and transition-age youth.

The purpose of the RFP is to identify qualified Community Based Organizations and/or Tribes to implement the educational component of the Partnerships For Success (PFS) grant throughout Mendocino County. This RFP may result in contracts with multiple Vendors.

II. DEFINITIONS

COUNTY – The County of Mendocino.

VENDOR – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

CONTRACTOR – A vendor who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION GUIDELINES

- A. Vendors must submit five (5) copies of their proposal: four (4) complete paper copies with original Vendor signature, and one (1) complete copy on USB Drive. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. PH-20-002-RFP", and delivered by 5:00 p.m. July 1, 2020 to:

Mendocino County
Health and Human Services Agency
Attn: Connie Guntly
PO Box 1060
747 S. State St.
Ukiah, CA 95482

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the date and time specified will not be considered.** Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
 - Attachment B – Proposal Checklist/Table of Contents
 - Executive summary of proposal
 - Scope of services
 - Company background and experience
 - Proposal cost plan and narrative (as identified in Section XIII)
 - Attachment C – Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-collusion
 - Insurance coverage/certificate of insurance
 - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, Vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing Vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the Vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the Vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other

documentation submitted by Vendor shall become the property of the County of Mendocino.

- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the Vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquiries and correspondence shall be directed to:
 - Procedural/Technical inquiries: Health and Human Services Agency
Administrative Services
Attn: Connie Guntly
PO Box 1060
Ukiah, CA 95482
707-472-2335 (fax)
guntlyc@mendocinocounty.org
- B. All questions regarding this RFP shall be submitted in writing (Email, Mail or Fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested Vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each Vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**
- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**

- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals**. Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals**.

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to Vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Letter of interest and Request for Proposals mailed to prospective proposers	May 28, 2020
Inquiry Deadline	June 11, 2020
RFP Submission Deadline	July 1, 2020
RFP Selection and Notification	July 13, 2020
Approximate Contract Start Date	Upon signature of all parties

VII. SELECTION PROCESS

- A. The County reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:
1. The proposals must adhere to the instructions and format as specified in this RFP.

2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
3. Vendors may be required to make an oral presentation and interview before final selection is made.
4. The County may evaluate any information from any source it deems relevant to the evaluation.
5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

- A. The selection of Vendor(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. Vendor(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
 1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
 - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
 - b. Experience of Vendor in providing services and quality of work.
 - c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.

- d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
- e. All criteria identified in Attachment F, Proposal Evaluation Form.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.
- G. Open Procurement

1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The Vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
 - a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

X. BACKGROUND INFORMATION

The Public Health Department, Community Wellness Unit (CW) is the Fiscal Administrator for the Strategic Prevention Framework-Partnership for Success (SPF-PFS) Opioid Prevention Grant as administered by the California Department of Public Health (CDPH).

This grant has an educational component, which is intended to help youth and transitional-age youth (TAY) ages twelve to twenty-five (12-25) understand the risks associated with opioid use.

There are approximately seven thousand (7,000) school age children ages twelve to seventeen (12-17) enrolled in twelve (12) School Districts across Mendocino County.

There are approximately eight thousand (8,000) (about 10% of the total population) TAY in Mendocino County identified as being most at-risk for death or hospitalization due to non-prescription opioid use and misuse, largely due to fentanyl. (<https://discovery.cdph.ca.gov/CDIC/ODdash/>)

For more information about the SPF-PFS initiative, please visit <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2890275/>

The Mendocino County Health and Human Services Agency, Department of Public Health, Community Wellness Unit and its community and statewide partners are building a comprehensive strategic approach to address the opioid epidemic. This includes: coordinating efforts across agencies; changing policies; mandating the use of the prescription drug monitoring program (CURES); expanding Medication Assisted Treatment (MAT) services availability and access, and building a naloxone distribution program; increasing access to naloxone through pharmacies; educating physicians and pharmacists; and raising public awareness and education campaigns.

The framework for this approach includes four (4) broad domains within an overarching common agenda to reduce opioid overdoses and deaths, with shared measures and mutually aligned activities (e.g., “Collective Impact” approach):

Prevent: Prevent unnecessary new starts and unsafe opioid prescribing patterns; Prevent initial substance misuse and addiction; Address root causes; Reduce stigma.

Manage: Use effective alternative pain management strategies; Start slow; As appropriate, taper from high doses; Monitor signs and symptoms of addiction; Refer to MAT and other services.

Treat: Expand MAT services; Fully engage harm reduction strategies; Focus on high-risk populations (e.g., pregnant women, tribal community members, reentry from incarceration).

Stop: Promote availability and dissemination of naloxone; Reduce opioid related overdose deaths.

Purpose and Focus

The overall purpose of this RFP is to support efforts to reduce the number of opioid and other drug-related overdoses and deaths in Mendocino County through evidence-based and data-informed initiatives. CW intends to fund one (1) or more education proposal(s), which aligns with the Prevent Collective Impact approach, through Education, Outreach, and Information Dissemination activities.

For example:

Education activities should support the prescription drug prevention efforts of this project and target youth and youth-influencers, and consumers. Such activities may include, but are not limited to:

- A. Classroom education (school settings)
- B. Parenting/family management
- C. Traffic Safety education
- D. Community-based education programs

Information dissemination activities should increase public understanding of the risks associated with the harm of prescription drugs. Such activities may include, but are not limited to:

- A. Health fairs/health promotion events
- B. Printed or audio visual materials for or to community members/groups
- C. Prevention-focused websites
- D. Email blasts/social media
- E. Public service announcements
- F. Speaking engagements/community presentations

Depending on Vendor and performance, Public Health intends to fund a balanced range of prevention services that are geographically distributed, proportionate to identified need, and reserves the right to negotiate the final funding amount, which may be lower than the amount submitted by the Vendor. Funds awarded by this RFP are subject to audit by the SPF-PFS grantors.

Amount and Availability of Funding

The total amount awarded across all Service Regions shall not exceed \$42,000.00.

This RFP includes multiple Service Regions; proposals may include a bid for ONE OR MORE Service Regions.

The total amount of funding available listed in the table below was allocated to each Service Region based on the percentage of the Estimated Service Population (ESP) in that region.

Service Regions and the maximum amount available for each Service Region are as follows:

Region	School District(s)	estimated svc pop ages 12-17	Percent of total County ESP	Max funds available
1	Leggett Laytonville Willits Round Valley	1447	21%	\$8,500.00
2	Fort Bragg Mendocino Anderson Valley Manchester Point Arena/Gualala	1915	27%	\$11,500.00
3	Ukiah/Hopland Potter Valley	3670	52%	\$22,000.00
TOTAL		7097		\$42,000.00

Successful proposals will be able to show how the Vendor will engage at least eighty percent (80%) of the ESP for each Region they propose to serve, over the contract period. The number of students reached must be tracked and reported quarterly on the Reporting Tool as described in Section XI Scope of Work, C.3. (Attachment J). The percentage of each school district in relation to the total ESP is as follows:

Region	School District	ESP	pct of total Region
1 ESP 1447	Leggett	67	5%
	Laytonville	198	14%
	Round Valley	233	16%
	Willits	949	66%
2 ESP 1915	Fort Bragg	1015	53%
	Mendocino	337	18%
	Anderson Valley	276	14%
	Manchester	12	1%
	Point Arena	133	7%
3 3670	Ukiah/Hopland	3540	96%
	Potter Valley	130	4%

Vendors submitting proposals for this RFP must demonstrate how they also plan to engage with the TAY population in the Service Region selected. Scoring will be determined by the proposed program. The service age range is twelve to twenty-five (12-25) and all proposals must include the entire age group.

Successful proposals which engage in more than one (1) Service Region will demonstrate how they will track expenditure(s) in each Service Region. A combined invoice for multiple Service Regions is permitted, but the supporting documentation must show how funds were expended in each Service Region.

To ensure that deliverables are met within the funding timeframe, Vendor must begin implementing program activities within two (2) months of Agreement execution.

Compensation

This will be a cost reimbursement contract. Contractor(s) will submit a quarterly invoice and supporting documentation according to the schedule set forth in Section XI Scope of Work. A maximum of fifteen percent (15%) of the total funds may be spent on administrative/indirect costs, which may include overhead costs associated with the funded program. Total payment for the services shall not exceed the total budget. Any expenditures that exceeds the maximum funding allocation for the Service Region are the responsibility of the Vendor.

A sample invoice is included in Attachment I.

Restrictions

Non-Allowable expenses:

- A. Funds shall not be used for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- B. Funds shall not be used for religious worship, instruction, proselytization, or for equipment and supplies to be used for any of these activities.
- C. Funds shall not be used to purchase or distribute marijuana, marijuana product or by-product, or paraphernalia whether for medicinal or personal use.

These funds may be used for staff/personnel, but must be used for staff/personnel providing the direct services. Any proposals which indicate that new staff will be hired with the funds must hire the new staff within forty-five (45) days of execution of the Agreement. Failure to do so may result in rescission of the funding.

XI. SCOPE OF WORK

CONTRACTOR shall:

- A. Provide services to decrease prescription drug misuse among youth ages twelve to twenty-five (12-25) years old. CONTRACTOR shall employ prevention strategies to increase understanding of the risk associated with opioid use per the following:

1. Identify and implement a culturally relevant, evidence-based curriculum, with an evaluation component included, delivered in school settings, or at school-sponsored events, or in locations appropriate for youth ages twelve to seventeen (12-17).
 2. Identify and implement a culturally relevant, evidence-based curriculum delivered in locations appropriate for TAY ages eighteen to twenty-five (18-25).
 3. Conduct two (2) community outreach events that provide education on prescription opioid safety (including locking up medications), naloxone availability, availability of MAT for opioid dependence, and non-opioid treatments options for pain.
 - a. One (1) event may be in coordination with activities sponsored by the SafeRx Mendocino Opioid Safety Coalition.
- B. Use various methods to disseminate information in the schools regarding the risks and harm associated with opioid misuse, the signs of addiction, and how to confidentially disclose concerns about opioid misuse or abuse.
- C. Submit supporting documents, identified below, to CW via the Program Administrator or designee on a quarterly basis:
1. Provide copies of education curriculum, any other materials used, evaluation results, etc., as determined by the evidence-based curriculum.
 2. Provide all "Take Back" event and community outreach event flyers and materials and digital links, if applicable, produced for publicity.
 3. Complete the appropriate section of the grant reporting tool (Attachment J) provided by the California State Department of Public Health. This tool will be sent by CW to the CONTRACTOR no later than the fifth (5th) of the month, before the invoices and supporting documents are due.
- D. Submit itemized invoices and supporting documents on the following schedule:
1. For the period of August 1 - September 30, 2020, documentation and invoice will be submitted by October 15, 2020.
 2. For the period of October 1 - December 31, 2020, documentation and invoice will be submitted by January 15, 2021.
 3. For the period of January 1 - March 31, 2021, documentation and invoice will be submitted by April 15, 2021.
 4. For the period of April 1 - June 30, 2021, documentation and invoice will be submitted by July 15, 2021.

- E. Participate in the multi-agency Safe Rx Opioid coalition monthly meetings, and any appropriate Action Team.
- F. Maintain all program and related fiscal records for four (4) years after the conclusion of the contract.

XII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:

- A. An executive summary, which states the Service Region(s) applied for, and a written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services. These qualifications must describe how the organization addresses the specific needs of each of the Service Area(s) being applied for.

Vendors submitting proposals for this RFP must demonstrate how they will develop and implement the educational component of the SPF-PFS grant, in order to enhance protective factors, as well as skills and supports that build emotional resiliency and reverse or reduce risk factors in youth age twelve to twenty-five (12-25) years old.

Vendors are encouraged to develop plans that are inclusive of the community, and culturally, geographically, and linguistically relevant. It is the submitting Vendor's responsibility to demonstrate how the proposal meets these requirements

- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to:
 - 1. The proposed evidence-based curriculum(s).
 - 2. A description of the location(s) and hours where the proposed services will be provided.
 - 3. Which populations the services intend to target.
 - 4. A description of how existing resources and connections can be leveraged, and history of working with other youth-based organizations.
 - 5. A description of outreach services that will be used in conjunction with the "Take Back" and community outreach events.

6. A description of how staff will engage with youth and TAY ages twelve to twenty-five (12-25), and a description of staff supports currently or will be in place to assist staff in engaging the target age group.
- C. A description of Vendor's experience in providing the requested services.
 - D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
 - E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
 - F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
 - G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
 - H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
 - I. Timeline indicating implementation schedule and training schedule (if applicable).
 - J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

XIII. FORMAT OF COST PROPOSAL

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

A Budget Narrative which addresses all of the following components, and relates them to the Scope of Work:

- A. A Narrative and justification for the budget line item.
- B. Indicate and identify the source of any other revenue you plan to use to support/enhance the program model. Strong candidates will demonstrate maximization of resources through other sources.
- C. Provide a narrative for any start-up plans and proposed start-up budget.
- D. A maximum of fifteen percent (15%) may be spent on Administrative (indirect) costs.

XIV. CONTRACT

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next Vendor if the selected Vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

- B. Execution of Contract

- 1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
 - 2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

- C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

- D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the AGREEMENT(s) will be for a period of one (1) year (with no option to extend due to expiration of the grant).

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Contract.

XVI. REJECTION OF PROPOSALS

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

XVII. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the

response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XVIII. LIST OF ATTACHMENTS

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
Attachment B – Proposal Checklist/Table of Contents
Attachment C – Exceptions to RFP
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Attachment E – Certificate of Non-collusion
Attachment F – Proposal Evaluation Form
Attachment G – Sample Mendocino County Contract
Attachment H – Map of Service Areas and School Districts
Attachment I – Sample Invoice
Attachment J- Sample Reporting Tool

ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino
 Department of Public Health



RFP No. PH-20-002-RFP
 Opioid Misuse Prevention Services for Youth

RFP No.	PH-20-002-RFP
RFP Issue Date:	May 28, 2020
RFP Submission Deadline:	July 1, 2020

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. PH-20-002-RFP", and delivered by 5:00 p.m. July 1, 2020 to: Mendocino County Health and Human Services Agency Administrative Services, Attn. Connie Guntly, PO Box 1060, 747 S. State St. Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural/Technical inquires: Connie Guntly
 PO Box 1060
 747 S. State St.
 Ukiah, CA 95482
 (707) 472-2335 (fax)
guntlyc@mendocinocounty.org

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name:	_____	Date:	_____
Representative:	_____		
Title:	_____		
Phone:	_____		
Address:	_____	Fax:	_____
Federal Tax ID No.:	_____	Email:	_____

RFP Contact Information (if different then above)

Contact Person:	_____		
Title:	_____		
Phone:	_____	Fax:	_____
Address:	_____	Email:	_____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
☐ YES ☐ NO
2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?
☐ YES ☐ NO
3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
☐ YES ☐ NO
4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
☐ YES ☐ NO
5. Do you agree that the proposal amount includes all costs incident to the proposed contract?
☐ YES ☐ NO
6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?
☐ YES ☐ NO
7. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract ?
☐ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____
(Printed name)
Signature: _____

Date: _____

ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary Check the Service Area(s) Applied for: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	

ATTACHMENT C EXCEPTIONS TO RFP

Company Name: _____

Representative: _____

Title: _____

Address: _____

Phone: _____ Email: _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

[illegible]

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____

**ATTACHMENT D
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

**ATTACHMENT E
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 2020
Date

ATTACHMENT F
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. PH-20-002-RFP

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	35 points		
F.	Relevant Experience	25 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)

Comments:

Scoring: (To be performed by the Executive Office/Purchasing Agent)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

ATTACHMENT G – SAMPLE MENDOCINO COUNTY CONTRACT**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit “A”, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- | | |
|------------|--|
| Exhibit A | Definition of Services |
| Exhibit B | Payment Terms |
| Exhibit C | Insurance Requirements |
| Exhibit D | Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs |
| Appendix A | Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions |

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through _____, 20_____.

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF**DEPARTMENT FISCAL REVIEW:**By: _____
DEPARTMENT HEAD

Date: _____

Budgeted: ☐ Yes ☐ No

Budget Unit:

Line Item:

Org/Object Code:

Grant: ☐ Yes ☐ No

Grant No.:

COUNTY OF MENDOCINOBy: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy**INSURANCE REVIEW:**By: _____
Risk Management

Date: _____

CONTRACTOR/COMPANY NAMEBy: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County CounselBy: _____
Deputy

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:By: _____
Deputy CEO

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors****Exception to Bid Process Required/Completed** ☐ _____**Mendocino County Business License: Valid** ☐**Exempt Pursuant to MCC Section:** _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
HHSA [Service Area]
P.O. Box
Ukiah, CA 95482
Attn:

To CONTRACTOR: [Name of Contractor]
[Number and Street]
[City, State, Zip Code]
Attn:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be

entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this

- Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of

CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT C**INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
**CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **[Contractor's Name]**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

[Contractor's Address]

Address of CONTRACTOR

CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - A. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

(Type Name)

(Organization Name)

(Title)

(Organization Address)

(Signature)

(Date)

Attachment H

This map displays the boundaries of various school districts within Mendocino County, California. The districts are labeled as follows:

- SOUTHERN HUMBOLDT UNIFIED SCHOOL DISTRICT
- LEGGETT VALLEY UNIFIED SCHOOL DISTRICT
- LAYTONVILLE UNIFIED SCHOOL DISTRICT
- ROUND VALLEY UNIFIED SCHOOL DISTRICT
- FORT BRAGG UNIFIED SCHOOL DISTRICT
- WILLITS UNIFIED SCHOOL DISTRICT
- POTTER VALLEY COMMUNITY UNION SCHOOL DISTRICT
- MENDOCINO UNIFIED SCHOOL DISTRICT
- UKIAH UNIFIED SCHOOL DISTRICT
- ANDERSON VALLEY UNIFIED SCHOOL DISTRICT
- MANCHESTER UNION ELEMENTARY SCHOOL DISTRICT
- POINT ARENA JOIN UNION HIGH SCHOOL DISTRICT
- ARENK UNION ELEMENTARY SCHOOL DISTRICT

The map also shows major roads, including State Routes 1, 101, 163, 169, 201, 299, and 301, and various cities and towns such as Eureka, Leggett, Laytonville, Willits, Ukiah, and Fort Bragg. The map is titled "MENDOCINO COUNTY SCHOOL DISTRICTS" at the bottom left.

Attachment I

Strategic Prevention Framework Partnerships for Success					
SAMPLE Quarterly Invoice					
TO:		FROM:			
Mendocino County Department of Public Health				Contractor Name	
Community Wellness Unit				1234 Address Way	
1120 S. Dora St.				Anytown, CA 95816	
Ukiah, CA 95485					
Attn: Heidi Corrado					
CONTRACT #:		20-XXXX		INVOICE PERIOD: 1/2020 - 9/30/2020	
				QUARTER 1	
BUDGET LINE ITEMS	BEGINNING BALANCE (1)	REVISIONS (2)	ADJUSTED BALANCE (3)	CURRENT EXPENSE (4)	ENDING BALANCE (5)
(Must match approved contract)					
<u>PERSONNEL SERVICES:</u>					
(Worker title)					
Fringe Benefits					
TOTAL PERSONNEL SERVICES					
<u>OPERATING EXPENSES:</u>					
Supplies					
TOTAL OPERATING EXPENSES					
<u>TRAVEL EXPENSES:</u>					
Travel					
TOTAL TRAVEL EXPENSES					
<u>OTHER COSTS:</u>					
Posters, Flyers, Brochures					
Training					
Registration Fees					
TOTAL OTHER EXPENSES					
<u>Indirect</u>					
(not to exceed 15% of total cost)					
TOTAL					
TOTAL AMOUNT OF INVOICE					
FOR CONTRACTOR'S USE- Please use blue ink					
I CERTIFY that I am a duly appointed and acting officer of the herein named agency;					
that the costs being claimed are in all respects true, correct, and in accordance with					
the contract provisions and that the funds were expended or obligated during the					
project year.					
X					
Name of Project Director/Authorizing Official/Fiscal Officer				Date	
Name of Signatory				Title	
Contact Person				Phone	

Attachment J

Education

Track the Education activities that were implemented as part of your SPF-PFS efforts.

CSAP Activities	Is the activity a Evidence-based Practices, Policies, Programs (EBPPP) Intervention	Was this EBPPP intervention actively implemented in this community prior to receiving funding for this grant?	If a EBPPP intervention, provide the total number of individuals at intervention	If a EBPPP intervention, provide the total number of individuals reached	Date Started (MM/YYYY)	Intervention Targets	Status	Date Completed (MM/YYYY)

(continued) Indicate the locations and target population being served by each intervention (listed above).

Location (e.g., School Name, Business, Community Center)	City, Town	County	Zip Code	Target Population Description	What is the estimated target population number within the area described?

(continued) How many of your key stakeholders, partners and partner organizations supported or partnered with you on each intervention (listed above)?

Sector	Number of Organizations	Number of Individuals	Did your organization leverage non-SPF-PFS funding or resources to support implementation of this intervention?	Which of your organization's other substance use prevention funding sources or resources supported this intervention?	Approximately what percentage of total funding for this prevention intervention comes from SPF-PFS?

Did the intervention(s) reach the same individuals over multiple sessions? An example would be a prevention that is delivered to the same group of participants every Monday night for 6 weeks, or to an eighth-grade health class every Friday in a semester.

Select Response

Was the intervention(s) implemented in a series of cycles, in which a new group of participants is served on a regular schedule, such as a new school year? If your intervention takes place for a period of time with the same participants and then starts over with new participants, select "Yes." A prevention intervention strategy can be both recurring and implemented in a series of cycles.

Select Response

Which population type(s) did the intervention(s) target?

Type "X" For All That Apply	Population Targeted
	Middle school students
	High school students
	College students
	Parents
	Health care providers
	Employees (i.e., recipients of a workplace substance abuse prevention program)
	Current or former military members
	Military family members
	Lesbian/gay/bisexual/transgender/questioning individuals (LGBTQ)
	Individuals in poverty
	Individuals whose native language is other than English
	Individuals with low literacy
	Individuals with mental illness
	Individuals with disabilities (e.g., hearing, visually, or physically impaired)

List each separate location where you implemented the intervention(s). Then indicate how many groups of participants started the prevention education intervention and how many groups completed the prevention education intervention. Do not include groups who started and completed in previous reporting periods. Count each group in the location separately (e.g., count each classroom in each school).

Location (e.g. Wade Middle School)	Number of Groups Started in the Past 6 Months	Number of Groups Completed in the Past 6 Months

What was the average number of sessions provided for all groups of participants in the prevention education intervention?

Average Number of Sessions

How many **total participants** were served by the intervention(s)? Respond with your best estimate.

Total Participants

How many **new participants** were served by the intervention(s)? Respond with your best estimate.

New Participants

Complete the demographic tables below for the **new participants** served. Respond with your best estimates.

Gender	Number Served
Females	
Males	
Unknown	0

Age Group	Number Served
Children age 0 to 11	
Youth age 12 to 17	
Young adults age 18 to 20	
Young adults age 21 to 25	
Adults age 26 and older	
Unknown	0

Racial Group	Number Served
American Indian/Alaska Native	
Black/African American	
White	
Asian	
Native Hawaiian/Other Pacific Islander	
Multiracial	
Hispanic, Latino/a or Spanish origin	
Other	0