

COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT

THIS AGREEMENT is made and entered into this day _____, 2009, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and CALIFORNIA INSTITUTE FOR MENTAL HEALTH, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Human Resources Project; and

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

NOW, THEREFORE, for and in consideration of the agreement 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 **\$200,000** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **July 1, 2008**, and shall terminate on **June 30, 2009**. 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:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. 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.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 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 or a copy of the Certificate of Consent to Self-insure shall be provided to County prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 OTHER INSURANCES

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

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 Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. 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. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

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. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances 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.

15. AMENDMENT:

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

16. 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.

17. 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.

18. 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.

19. 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 Resolution #2005-97 of the Board of Supervisors 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 County's contact person referenced in paragraph 20. NOTICES below.

20. 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: Bruce Gurganus
Mental Health Director

Dept./Location: 20 N. San Pedro Rd., Suite 2028
San Rafael, CA 94903

Telephone No.: (415) 499-6769

Notices shall be given to Contractor at the following address:



Contractor: California Institute for Mental Health

Address: 2125 19th Street

Sacramento, CA 95818

Telephone No.: (916) 566-3480

20. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	

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

CONTRACTOR:

APPROVED BY
COUNTY OF MARIN:

By: 
Sandra Goodwin, Executive Director

By: _____
Harold C. Brown, Jr.
President, Board of Supervisors

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- ☐ Contract Requires Board of Supervisors' Approval
- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by County Counsel at Department's Request

County Counsel: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICE

July 1, 2008 – June 30, 2009

Contractor: California Institute for Mental Health

Address: 2125 19th Street
Sacramento, California 95818

Telephone: (916) 556-3480 (x103)

FAX: (916) 446-4519

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR'S duties include the following:

1) Expanding the Supply of Specific Occupations

a. Nurse Practitioners

- Distribute a publication to promote the utilization of Psychiatric Mental Health Nurse Practitioners (PMHNP) to county mental health departments, community-based agencies, and educational programs, including local high school health academies, in order to promote the profession. The publication describes the educational requirements for individuals at various educational entry points and the additional education they will need to acquire to become a PMHNP.

b. Psychiatrists

- Advocate for additional funds to increase the number of psychiatric residencies in California, especially in child and adolescent and geriatric residency programs. In addition, increase the opportunities for residency programs to provide greater exposure to both health and behavioral health services. This can be accomplished through the promotion of new residency programs, enhancing the current rotations of existing programs, and utilizing unique fellowship programs.
- Collaborate with schools of psychiatry to develop pragmatic approaches to provide greater relevance to residency experiences, preparing psychiatrists to work within community-based recovery oriented settings.
- Collaborate with the California Psychiatric Association to develop and distribute a Developing a Curriculum (DACUM) for child and adolescent psychiatry. DACUM is a nationally recognized process for conducting a task analysis of a particular profession and involves a panel of professionals who are currently practicing in the profession being examined. The child and adolescent psychiatry DACUM will establish a foundation from which to enhance the focus of residency programs by determining the current job environment, skills, and functions of residency programs by determining the current job environment, skills, and functions that child and adolescent psychiatrists are providing in the public mental health system.
- Partner with UC Davis to develop and distribute a DACUM for Telemedicine. This DACUM will set a foundation for understanding and advancing the skills and abilities of those practicing telepsychiatry and set a foundation for additional work in developing core curricula to be utilized by individuals who are mental health professionals to provide culturally competent services via technology.

c. Social Workers

- Collaborate with CALSWEC II on the development of workforce and educational pipeline strategies to promote career opportunities in mental health to students and graduates of social work programs, especially from ethnically diverse communities.

d. Rehabilitation Counseling Master's Degrees

- Work with educators in institutions providing master's degrees in Rehabilitation Counseling to determine how to increase the number of graduates from these programs working in the public mental health system.

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July 1, 2008 – June 30, 2009

- e. Entry-level Certificate Programs at Community Colleges
 - Collaborate with local mental health programs and community colleges to expand the number of entry-level certificate programs offered by community colleges around the State.
 - Distribute a DACUM for Peer Support Specialists. The DACUM will allow for a standardized review of what current peer support professionals are doing in the public mental health system. In addition, the DACUM will enable employers to determine the training that will best enhance the work of peer support, allowing organizations to develop career ladders that link to other professions for consumers who work in these positions
 - Distribute a Dual Diagnosis Developing a Curriculum (DACUM) job analysis to employers and stakeholder groups throughout California's public mental health system.
 - f. California Association of Marriage and Family Therapists (CAMFT)
 - Partner with CAMFT to expand the utilization of a Marriage and Family Therapists DACUM to promote the utilization of marriage and family therapists within California's Public mental health system
 - g. Psychiatric Technician Programs
 - Work with the State Department of Mental Health State Hospital programs to develop recruitment and retention strategies to promote psychiatric technician career opportunities to specialized populations: i.e., retired persons, foreign license professionals, retrained health workers
- 2) Determine how to work with counties and regions effectively to implement specific strategies for workforce development
- a. Retired persons as a workforce pool
 - Collaborate with the California Mental Health Directors Association, the California Council of Community Mental Health Agencies, and the California Association of Social Rehabilitation Agencies to develop part-time job opportunities for a mental health worker position tailored for retired persons.
 - Develop an outreach program for how to market opportunities to retired persons so that they will seek employment in the public mental health system.
 - b. Promote the expansion of distance education opportunities to increase the number of graduates from mental health professional programs and enhance training and upgrade training programs for individuals already working within California's public mental health system.
 - c. Provide technical assistance to regional and statewide organizations that are currently developing workforce and educational recruitment and retention plans.
 - d. Establish a mental health workforce diversity advisory group to provide the California Mental Health Planning Council and the Department of Mental Health (DMH) with information on how to develop a workforce development and deployment strategies that increase the number of diverse communities and underrepresented groups in the public mental health workforce. In addition, the group will advise the DMH on how to develop requirements related to the provision of loan repayment programs that will hold educational programs accountable for increasing student diversity and cultural competency.
 - e. Distribute the findings of a time-limited Recovery Standards Task Force. The charge of the taskforce was to develop standards and core-competencies that can be utilized by providers and community-trainers to create a consistent understanding of wellness recovery, and resiliency.
 - f. Convene time-limited workgroups to focus on the unique needs of special populations, such as older adults, within the public mental health system.

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SCOPE OF SERVICE

July 1, 2008 – June 30, 2009

3) Developing Mental Health Components In High School Academies

- a. As funds permit, implement strategies to expand the number of secondary educational programs that offer mental health career pathways.
- b. Provide technical assistance to local mental health departments on how to engage secondary educational programs as part of a long-term workforce development strategy.
- c. Continue to facilitate the development of a DACUM for Transition Age Youth. The goal of this DACUM is to utilize an expert pool of youth to oversee a job development analysis of professionals they have identified. The DACUM will communicate to professionals, organizations, and other youth the skills and abilities that are necessary for individuals who are providing services to youth.

4) Advocating for Sufficient Funds to Address the Human Resources Shortage

- a. State strategy
 - Work with key legislative staff to advocate effectively for loan forgiveness, scholarships, and stipends in the State budget.
 - Collaborate with the California State Rural Health Association and the National Association of Rural Mental Health to promote financial strategies to increase the mental health workforce in rural areas of California.
 - Assist the Department of Mental Health, as needed, with the implementation and evaluation of the training and education component of Mental Health Services Act.
- b. Federal strategy
 - Work with other mental health advocates at the state and national levels to increase federal funding for loan forgiveness and to create a new stipend program.
 - Promote the strategies and collaborative efforts of the Human Resources Project at national conferences.
 - Collaborate with national organizations on the development of policy briefings that address the critical shortage of mental health workers at all levels of service.

EXHIBIT B**FEES AND PAYMENT SCHEDULE****July 1, 2008 – June 30, 2009**

HR Project Budget Overview	FY 2008-09
Income/Expense	
Government Grants and Contracts	<u>200,000</u>
Indirect Program Costs - 12%	<u>24,000</u>
Total Income	<u>176,000</u>
Expense	
Direct Program Costs	
Salaries and Related Costs	<u>127,000</u>
Meetings	1150
Payroll/Beneflex Fees	750
Staff Travel	15000
Postage and Delivery	100
Printing	3000
Telecommunications	3000
Training	1000
Special Projects/Consultants	25000
Subtotal	<u>49,000</u>
Total	<u>200,000</u>

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Agreement exceed Two Hundred Thousand dollars and no cents (\$200,000.00) without an amendment approved by the County of Marin.