

COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2010 - Edition 1

THIS AGREEMENT is made and entered into this day _____, 2010, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **Housing Authority of the County of Marin**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Independent Living and Mental Health Services; 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 **\$586,405** including direct non-salary expenses. As set forth in paragraph 14 of this Contract, should the funding source for this contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF AGREEMENT:

This Agreement shall commence on **July 1, 2010**, and shall terminate on **June 30, 2011**. 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 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 (\$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 PROFESSIONAL LIABILITY INSURANCE

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, only if it exceeds \$100,000. 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.

Contractor's Professional Liability Insurance may be provided, in part, by self-insurance or large deductible as long as contractor provides: (1) evidence to the County that contractor has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Amount of professional liability deductible if under \$100,000 = \$ _____

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this 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. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONSULTANT:

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. 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.

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and 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 21. NOTICES below.

21. NOTICES:

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

Contract Manager:	Diane Slager
	Adult Team, Chief
Dept./Location:	Community Mental Health Services
	250 Bon Air Rd
	Greenbrae, CA 94904
Telephone No.:	(415) 499-6769

Notices shall be given to Contractor at the following address:

Contractor:	Housing Authority of the County of Marin
Address:	4020 Civic Center Drive
	San Rafael, CA 94903
Telephone No.:	(415) 491-2348

22. 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 E.</u>	<input checked="" type="checkbox"/> Mental Health Specific Provisions	
<u>EXHIBIT G.</u>	<input checked="" type="checkbox"/> Audits - Nondiscrimination	

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

CONTRACTOR

APPROVED BY:
COUNTY OF MARIN

Dan Nackerman, Executive Director

Judy Arnold
President, Board of Supervisors

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

REASON(S) REVIEW:

- ☐ 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, 2010 – June 30, 2011

Contractor: Housing Authority of the County of Marin

Contract Services: Shelter Plus Care (S + C) Program Coordination

Executive Director: Dan Nackerman

Corporate Status: The Housing Authority of the County of Marin is a public corporation created pursuant to the Health and Safety Code of the State of California. Under Section 107 © of the Internal Revenue Code, all public agencies have the equivalent status of 501 © 3 agencies.

Incorporated: May 1942

Tax I.D. Number: 94-6002988

Address: 4020 Civic Center Drive
San Rafael, CA 94903-4173

Telephone: (415) 491-2525

Fax: (415) 472-2186

Program Name: SHELTER PLUS CARE PROGRAM

Address: Housing Authority of the County of Marin
4020 Civic Center Drive
San Rafael, CA 94903

Telephone: (415) 491-2348

Board of Commissioners: Chairman: Judy Arnold

Susan Adams
Harold C. Brown, Jr.
Charles McGlashan
Steve Kinsey

Rob Simon, Tenant
Christina Passmore, Tenant

ITEMS APPLICABLE TO SERVICE

GOAL: The goal of Marin Housing Authority's S+C Program is to assist homeless individuals and families with serious mental illness, many of whom have co-occurring substance abuse issues, to secure and maintain permanent, independent housing by providing rental subsidy assistance in conjunction with supportive services. The program incorporates a wrap-around intensive case management "team" approach to deliver supportive services. The Team consists of case managers (specializing in areas such as housing, employment, and mental health), peer advocates, a mental health nurse practitioner, and a psychiatrist all working together on the same premise as Marin Housing Authority's Housing Choice Voucher Section 8 Division where participant income information, housing lease and contracts and housing inspections are processed. This unique situation allows case managers to effectively assist participants to navigate the bureaucratic maze of a large Housing Authority as well as keep informed on tenant/landlord issues that arise.

OBJECTIVE: The Shelter Plus Care Program will house a total of 100 participant households in the private rental market with an effective lease or similar agreement in place during the contract year July 1, 2010 through June 30, 2011. Fifty percent (50%) of participants will remain housed for a minimum of two years. Fifty percent (50%) will maintain housing for over four years. Fifty percent (50%) of those who lose their housing due to their mental health and/or substance abuse issue will receive treatment.

The S+C Coordinator and S+C Case Manager will have the following responsibilities:

- conduct sustained outreach activities towards eligible persons
- assist in the assessment and screening of individuals to determine eligibility and suitability for the S+C Program
- assist the individual through the S + C eligibility process, explaining rights and responsibilities under the S+C Program
- ensure that the participant is connected with an appropriate case manager(s) from community agencies and that the participant receives the individualized support necessary to maintain independent living, achieve greater self-determination and enhanced skills and/or income (including mental health services, skills support and training, benefits counseling, etc.)
- serve as the participant's primary case manager if none is available in the community

EXHIBIT A

SCOPE OF SERVICE

July 1, 2010 – June 30, 2011

- provide flexible support and skills training to participants (e.g. housing search assistance, dealing with landlords and neighbors, etc.)
- collect data and maintain records as necessary to obtain reimbursements
- participate in meetings and other activities as necessary to facilitate obtaining reimbursement
- collect data and monitor resident and program success; prepare reports for the Shelter Plus Care Advisory Board and HUD

COORDINATION OF SERVICES WITH COMMUNITY MENTAL HEALTH SERVICES:

- weekly meetings between the S+C Coordinator, Assistant S+C Coordinators and designated CMHS staff. CMHS has agreed to provide clinical supervision to the coordinators.
- monthly meetings between the S+C Coordinator, Assistant S+C Coordinators of MHA and designated CMHS staff to ensure overall program coordination

CULTURAL COMPETENCY: For purposes of this Agreement, CONTRACTOR agrees to comply with the County's Cultural Competency Plan. Contractor shall be responsible for providing services that incorporate the cultural background of the client. This requirement takes into consideration the language, family structure, religion and belief system of the client. CONTRACTOR shall ensure that the quality of care provided to non-English-speaking individuals, or to individuals with Limited English Proficiency (LEP), meets the same standards and is not substandard to the care provided to English-speaking clients. The CONTRACTOR shall take all steps necessary to develop and maintain an appropriate capability for communicating; including providing sufficient qualified translators or translation service, in any necessary second language, including American Sign Language. Contractor shall be responsible for providing services to non-English/LEP speaking individuals in their own language. Contractor will have staff that are linguistically proficient in the threshold language(s) at key points of contact and during regular operating hours. All necessary steps will be taken to provide services in any language which is the primary language of at least 5 percent (5%) of either the community potentially served by the contractor or contractor's client population. Spanish is currently the only threshold language for Marin.

Contractor will provide culturally and linguistically appropriate written information and notices in all threshold languages including, but not limited to: Member Service Brochure; Beneficiary Satisfaction Surveys, Informed Consent for Medications forms; Consent to Treatment Forms; Confidentiality and Release of Information forms; Grievance, Appeal and Fair Hearing Information, Service Orientation Information for clients; general correspondence and Mental Health education materials.

EVALUATION: The S+C Coordinator will be charged with collating data gathered from continuous monitoring of participant progress towards objectives established in conjunction with the participant and formalized in each participant's coordinated case management plan. Data gathered from the annual participant evaluation of the S+C Program will be evaluated by the team and CMHS. An annual report on the program must be presented to HUD. Based on these evaluations, S+C and CMHS staff will make recommendations for program modifications such as changes in service delivery, eligibility requirements, outreach, data collection and program policies.

EXHIBIT B

FEES AND PAYMENT SCHEDULE

July 1, 2010 – June 30, 2011

CONTRACTOR:

Housing Authority of the County of Marin

CONTRACTOR SERVICE:

Shelter Plus Care

	S+C	MHSA	Total
Direct			
S+C Coordinator @ 56%FTE		41,129	41,129
S+C Case Manager @ 100%FTE		131,746	131,746
Housing Eligibility Worker @ .50 FTE			
Director of Supportive Housing @ 42% FTE	38,202		38,202
Compliance Officer @ 10% FTE	8,972		8,972
Benefits Direct @ 42%	25,410	58,327	83,736
Subtotal Salaries	72,584	231,202	303,785
Indirect			
Contract Services (Buckelew)	0	75,013	75,013
CMHS Non-Personnel Expenses	32,932	32,932	65,864
Accounting and General Services	109,643	32,100	141,743
Total Operating	215,159	371,247	586,405
Cash Rental Subsidies			
HUD Rental Subsidies			1,223,062
S+C & Section 8 Admin			95,978
TOTAL EXPENSES			1,905,445
Agency Revenue			1,319,040
MAXIMUM CONTRACT AMOUNT	215,159	371,247	
TOTAL CONTRACT AMOUNT			586,405

Allocation of Costs by Mode of ServiceMode 15

Personnel Cost:

Shelter Plus Care	72,584
MHSA	231,202

Non-Personnel Cost:

Shelter Plus Care	142,575
MHSA	65,032

Contract (Buckelew)	75,013
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TOTAL	586,405
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Mode 15 Provisional RatesCase ManagementMental Health Services

Subtotal

Mode/SFC	15-01	15-(10-50)	
Total Units	133,250	122,595	255,845
State SMA rate	2.02	2.61	
	269,165	319,973	589,138
Allocation	45.69%	54.31%	100.00%
Budgeted Cost Allocation	267,916	318,489	586,405
FY 10/11 PROVISIONAL RATES	2.01/minute	2.60/minute	

EXHIBIT B

FEES AND PAYMENT SCHEDULE

July 1, 2010 – June 30, 2011

DEFINITION OF UNIT OF SERVICE

One hour of activities directed towards assisting individuals to obtain housing and access/maintain supportive services. The total estimated units of service is based on a total of 33 hours of direct services provided by each S+C Coordinator each week

1. CONTRACTOR will bill COUNTY each month for services rendered under this Agreement. Such bill shall be submitted by the tenth day of the month following the month for which services are claimed, and shall be in a format designated by the Local Mental Health Director.
2. NET REIMBURSEMENT SHALL BE \$48,867.08 per month (1/12 of the net contract amount) unless a greater amount is authorized in writing for a given month by the Local Mental Health Director or the Director's designee, or unless a smaller amount is required by conditions stated below or elsewhere in this Agreement.
3. If CONTRACTOR acquires capital equipment (i.e. equipment with a value in excess of \$5,000.00 and a useful life in excess of three years) with funds provided by this Agreement, CONTRACTOR shall only be reimbursed for the depreciation accrued to that equipment (by approved Internal Revenue Service depreciation method) during the fiscal period of this Agreement; unless CONTRACTOR purchases equipment through a lease or lease-option-to purchase plan, in which case, CONTRACTOR would be reimbursed for such lease costs.
4. Claim for final payment must be submitted within thirty (30) days of the expiration date of this Agreement. Annual Cost Reports, must be submitted within ninety (90) days of the expiration date of this Agreement. The cost of services rendered shall be adjusted to actual cost, SMA (Short-Doyle Medi-Cal Maximum Allowance), or maximum contract amount, whichever is less. No cost report is required for Part A, Residential Services.

No amount will be paid unless services are authorized by the local Mental Health Director or Director's designee.
5. Payment of claim due may be withheld pending receipt of documents required by this contract.
6. The CONTRACTOR shall not make any material program or staff changes without the written permission of the Local Mental Health Director or the Director's designee.

EXHIBIT E

MENTAL HEALTH SPECIFIC PROVISIONS

July 1, 2010 – June 30, 2011

1. APPLICABLE LAWS AND REGULATIONS

1.1. Contractor shall provide services in accordance with all applicable State and Federal statutes and regulations, and case law, including but not limited to the Federal Health Insurance Portability and Accountability Act (HIPAA), Title 42 of the Code of Federal Regulations, Title 9, California Administrative Code, hereinafter referred to as "Code", as well as all future changes or amendments to each of the preceding, and the State of California, Department of Mental Health, Cost Reporting/Data Collection System.

1.2. Contractor will, in cooperation with County, comply with Sections 5718(a)(1) of California State Welfare and Institutions Code and obtain a certification of patient's eligibility for mental health services under the California Medical Assistance Program.

1.3. As required by Section 521 of the California Administrative Code, Title 9, the Local Mental Health Director or the Director's designee shall be permitted to supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served pursuant to this Agreement.

2. CLINICAL REVIEW/PROGRAM EVALUATION

2.1. It is agreed by both parties that the relationship between the Contractor and County for purposes of accountability, contract monitoring and coordination shall be conducted in accordance with the provisions of Exhibits "A" and "G" which are incorporated herein by reference and made a part of this Agreement.

2.2. The Local Mental Health Director or the Director's designee shall represent the County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of the County, including authorization for admission, care, and discharge of all County responsible patients for whom reimbursement is provided under this Agreement.

2.3. Contractor shall permit personnel designated by the Local Mental Health Director on its premises for the purpose of making periodic inspections and will furnish the Local Mental Health Director with such information as the Director may require to evaluate fiscal and clinical effectiveness of the services being rendered.

2.4. Formal evaluation of the program will result in a written report to the Contractor within fifteen (15) working days of the conclusion of the evaluation. Any report that results from a site visit will be submitted to the Contractor within fifteen (15) working days of the site visit. Contractor may submit a written response within fifteen (15) working days of receipt of report and such response will be part of the official report.

2.5. Contractor shall meet the requirements of and participate in the Program Evaluation and Management Information System of Marin Community Mental Health Services, and maintain clinical and fiscal records as required by the State of California, Department of Mental Health, Cost Reporting/Data Collection System, and such other data as may be required by the Local Mental Health Director for program management, evaluation, and research requirements.

3. APPLICABLE FEES

3.1. Contractor shall not charge any patients or third party payers any fee for service unless directed to do so by the Local Mental Health Director at the time the patient is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health. Full published charges shall approximate estimated actual cost, and shall not be less than the contract rate as stated in Exhibit "B" of this contract.

3.2. Contractor will perform eligibility and financial determinations, in accordance with State Department of Health Uniform Method of Determining Ability to Pay, for all patients unless directed otherwise by the Local Mental Health Director.

4. RECORDS

4.1. Contractor shall maintain proper clinical and fiscal records relating to patients served under the terms of this Agreement, as required by the Local Mental Health Director, the State Department of Mental Health, and all applicable State and Federal statutes and regulations. Individual patient records shall include but not be limited to admission records, diagnostic studies and evaluations, patient interviews and progress notes, and records of services provided by the various professional personnel. All such records shall be maintained in sufficient detail to make possible an evaluation of services provided and to meet State Department of Mental Health claiming requirements.

4.2. Contractor agrees to extend to State Department of Mental Health and to the County and their designees the right to review and investigate records, programs, and/or procedures, as well as overall operation of Contractor's program, during normal business hours with reasonable notice. The contracting parties shall be subject to the examination and audit of the State of California Auditor General for a period of three years after final payment under contract.

EXHIBIT E

MENTAL HEALTH SPECIFIC PROVISIONS

July 1, 2010 – June 30, 2011

4.3. Contractor and County mutually agree to maintain the confidentiality of Contractor's patient records and information, in compliance with all applicable State and Federal statutes and regulations, including but not limited to HIPAA, California Welfare and Institutions Code, Section 5328. Contractor shall inform all its officers, employees and agents of the confidentiality provisions of all applicable statutes.

4.4. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by Contractor under this Agreement. Where unallowable costs have been claimed and reimbursed, they will be refunded to County.

4.5. Fiscal records shall contain sufficient data to enable said auditors to perform a complete audit and shall be maintained in conformance with the procedures and accounting principles set forth in the State Department of Mental Health, Cost Reporting/Data Collection System.

4.6. Statistical records shall be maintained as required by the Local Mental Health Director and the State Department of Mental Health on forms furnished by said Department or by the County. All statistical data or information requested by the Local Mental Health Director shall be provided by Contractor in a complete and timely manner.

5. REPORTING UNUSUAL OCCURRENCES

5.1. Contractor shall report unusual occurrences to the Local Mental Health Director or the Director's designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

5.2. Unusual occurrences are to be reported to the County within five (5) calendar days of event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

- a) Complete written description of event including outcome;
- b) Written report of Contractor's investigation and conclusions;
- c) List of persons directly involved and/or with direct knowledge of event.

5.3. The County and the State of California, Department of Mental Health, retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

6. LIMITATIONS/OBLIGATIONS

6.1. Obligations of County under this Agreement are contingent upon the availability of Bronzan-McCorquodale Act funds for reimbursement of the State's share of County expenditure. It is the intent of the parties that the County shall not be obligated to Contractor for more than it receives in State reimbursement and the minimum statutory obligation of County share funds as specified in Division 5, Welfare and Institutions Code. Consequently, in the event that State reimbursement is terminated or reduced, this Agreement may be terminated or be proportionately reduced accordingly, upon County's written notice to Contractor.

6.2. In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between Contractor and County, Contractor shall declare to County any and all accounts receivable for County-responsible patients and assign to County billings to all patients and/or payers for services rendered patients for which claims have been or are being made to County for reimbursement.

7. REQUIRED PROGRAM SUBMISSIONS

7.1 Contractor agrees to maintain, and to provide to County upon request, job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. All personnel providing services under the terms of this contract shall have current fingerprints on record as required by local and state regulations.

7.2 Contractor agrees to maintain, and to provide to County upon request, an organizational chart that reflects the Contractor's current operating structure.

7.3 Contractor shall maintain, and provide to County upon request, the complaint procedure to be utilized in the event that there is a complaint regarding services provided under this Agreement. Contractor shall ensure that recipients of service under this Agreement have access to and are informed of Contractor's complaint procedure.

EXHIBIT E

MENTAL HEALTH SPECIFIC PROVISIONS

July 1, 2010 – June 30, 2011

7.4 Contractor agrees to have on file with the County a schedule of Contractor's published charges, if applicable.

7.5 Contractor shall provide County an annual legal entity Cost Report, as prescribed by the State Department of Mental Health in the Short-Doyle Medi-Cal cost report instructions, no later than ninety (90) days after termination of this Agreement. Failure to meet this requirement may result in reimbursement for services being suspended on future billings until the completed Cost Report is received by County.

7.6 Contractor will furnish County within sixty (60) days after receipt, a certified copy of an Audit Report from an independent CPA firm. This Audit Report will cover Contractor's fiscal year which most nearly coincides with County's fiscal year. The findings of the annual Cost Report shall be subject to an audit by County and State.

7.7 Contractor will have an MOU in place and available to County upon request with approved subcontractors that defines the services to be provided and is consistent with the services described in this contract.

7.8 Contractor will report all data and outcomes as required by the state or county.

8. CONTRACTOR'S COMPLIANCE WITH PROVISIONS OF STATE CONTRACT

8.1 The county receives funding from the State Department of Mental Health Services pursuant to an annual contracting arrangement (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI") and requires that the County contractually obligate any of its subcontractors to also comply with these requirements. Contractor hereby agrees to be bound by, and comply with, any and all terms and conditions of the State Contract pertaining to the privacy and/or security of PII and/or PHI, a copy of which can be found on the Marin County website at <http://www.co.marin.ca.us/mh/contractors/>

8.2 Additionally, in the event the State Contract requires the County of notify the State of a breach of privacy and/or security of PII and/or PHI, Contractor shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile. Contractor further agrees that it shall notify County of any such breaches prior to the time County is required to notify the State pursuant to the State Contract.

8.3 In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

9. ELECTRONIC SIGNATURE

9.1 If Contractor uses electronic medical records, the Contractor agrees to use a system that is consistent with State DMH Letter 08-10, a copy of which can be found on the State Department of Mental Health website at <http://www.dmh.cahwnet.gov/>

EXHIBIT G

AUDITS - NONDISCRIMINATION

July 1, 2010 – June 30, 2011

1. **AUDITS/RECORDS:**

1.1 Contractor shall maintain books, records, files, documents and other evidence directly pertinent to all work under this Agreement in accordance with accepted professional practices and accounting procedures and according to statutory agreements for the applicable time mandated, and in no case less than seven (7) years after the termination of the Agreement. County, or any of its duly authorized representatives, shall have access to such books, records, files, documents and other evidence for purposes of inspection, evaluation, audit or copying. Contractor will furnish County a certified copy of an Audit Report from an independent CPA firm by October 31, for the report covering the County's fiscal year that ended the previous June 30. The Audit Report will cover the County's fiscal year and include the independent CPA firm's review of each program operated by Contractor, with review of both expenditures and revenues for each program.

1.2 Contractor will provide County with a letter from the chair of the Contractor's Board of Directors certifying that the Board of Directors has reviewed the Audit Report.

2. **NON-DISCRIMINATION IN THE PROVISION OF SERVICES:**

2.1 Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based upon race, religious creed, color, national origin, ancestry, medical condition, marital status, 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. In the performance of the terms of this Agreement, Contractor shall not discriminate against any employee or applicant for employment, or against any applicant for or beneficiary of services, because of race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, disability, or any other unlawful basis.

2.2 Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth Fair Employment Practices outlined in this section. Contractor shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this Agreement.

2.3 Contractor shall develop and implement policies and procedures to ensure that all services provided under this Agreement are rendered in a manner that conforms to all local, State and federal non-discrimination statutes, regulations and ordinances, including but not limited to race, gender, national origin, disability or medical condition such as a diagnosis of Acquired Immune Deficiency Syndrome (AIDS), or upon testing positive for Human Immunodeficiency Virus (HIV), or all other applicable nondiscrimination provisions. Contractor shall ensure that its staff is adequately trained regarding these non-discrimination provisions, policies and procedures, including those that involve specific disease-related problems, issues and special recovery needs.

3. **Disaster Plan:**

3.1 Contractor shall have in place, and shall provide to the County, its plan for the referral and/or treatment of clients in the case of a disaster.