

## **Shelter Plus Care Program**

### **Memorandum of Agreement**

Between Marin Housing Authority and Buckelew Programs  
for the Provision of Case Management Services

To Shelter Plus Care Participants

July 1, 2010- June 30, 2011

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This is an Agreement between the Housing Authority of the County of Marin, (hereinafter called "Marin Housing") and Buckelew Programs (hereinafter called "Buckelew") for the provision of case management services to participants of Marin Housing's Shelter Plus Care Program.

#### **I. Purpose**

Marin Housing has created the Shelter Plus Care (S+C) Program for the purpose of helping people who are homeless and who have a severe and persistent mental illness find and maintain permanent housing in Marin County. Marin Housing is contracting with Buckelew to continue to employ and supervise a case manager with expertise in serving low income individuals with mental health needs. The Buckelew case manager (hereinafter "BPCM") shall work as a team with Marin Housing's existing Shelter Plus Care Case Managers (hereinafter "SPCM") to provide services to participants of Marin Housing's Shelter Plus Care Program.

#### **II. Liaison and Supervision**

MHA's representative for matters relating to this Agreement shall be its Executive Director; the Contractor's representative shall be its Executive Director.

#### **III. Scope of Services**

Buckelew shall perform and carry out, in a satisfactory manner, as determined by Marin Housing, the work pertaining to the Shelter Plus Care Program as set forth in Exhibit A, Scope of Services, and Exhibit B, Budget.

#### **IV. Compensation and Method of Payment**

##### **A. Maximum Payment Obligation.**

In consideration of Contractor's performance of the aforementioned services and in accordance with the Budget and Scope of Services (Exhibits A and B), Marin Housing's maximum obligation to Buckelew for the one-year term of this contract shall not exceed total actual documented expenditures of Seventy-Nine Thousand Three Hundred Ninety-Four and Zero Cents (\$79,394.00).

**B. Method of Payment**

Buckelew shall submit a monthly request for payment in arrears of work performed and other expenses. Marin Housing shall disburse funds consistent with the budget (Exhibit B) and the maximum amount of the contract. Buckelew must provide evidence of insurance and a signed Hold Harmless Agreement (Exhibit D) prior to the execution of this contract.

Marin Housing will not disburse funds prior to receipt of a monthly invoice. The monthly invoice must be submitted with backup documentation for all line item expenses including copies of employee paychecks and timesheets. The invoices are due by the fifteenth of the following month.

Marin Housing shall incur obligations only in accordance with the approved budget and shall not deviate there from without a mutually agreed upon budget revision, approved in writing by Marin Housing. Variances of 10% or less in any budget line items will not require a budget revision.

**V. Term**

This contract shall be effective on July 1, 2010 and shall continue through June 30, 2011.

**VI. Entire Contract**

The Contract shall consist of the following component parts:

This Contract

Exhibit A - Scope of Services

Exhibit B - Budget

Exhibit C - General Provisions

Exhibit D - Hold Harmless Agreement

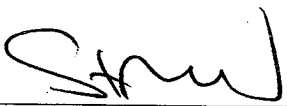
Exhibit E - SPC Case Manager Position Description

**In witness thereof, Marin Housing and Buckelew have executed this Contract on July 1, 2010, in San Rafael, County of Marin, and State of California.**

**HOUSING AUTHORITY OF  
THE COUNTY OF MARIN**

By: \_\_\_\_\_  
Dan Nackerman  
Executive Director

**BUCKELEW PROGRAMS**

By:  \_\_\_\_\_  
Steve Ramsland  
Executive Director

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. SERVICES PROVIDED BY BUCKELEW:**

**a. Recruitment, Hiring, Training and Supervision of Buckelew Programs Case Manager (BPCM)**

- i. Buckelew will recruit, hire and train a full-time BPCM whose responsibilities are detailed in Section 1.b. of this Exhibit. The BPCM shall at all times remain an employee of Buckelew, and be subject to Buckelew's rules, regulations, standard operating procedures, and employment policies.
- ii. Buckelew will provide Marin Housing with a copy of the position description and qualifications of the selected candidate. The candidate must meet the employment standards outlined in Marin Housing's Case Manager classification (Exhibit E).
- iii. Buckelew shall provide appropriate training to the BPCM in accordance with Buckelew's employment policies. Buckelew agrees to follow its existing written policies to guide the conduct and activities of the BPCM and to provide training to the BPCM regarding those policies.
- iv. MHA shall provide day-to-day supervision and office space for the BPCM.
- v. Buckelew agrees that the BPCM and Marin Housing S+C Case Managers (MHSC) shall work together as a team to conduct outreach to S+C participants, build trusting relationships with clients, engage with landlords, assess clients' needs for services, perform case management with S+C participants.
- vi. Buckelew agrees that that BP Program Manager shall meet as needed with Marin Housing's Director of Supportive Housing and or the Marin Housing S+C Clinical Supervisor to problem-solve issues as they relate to the BPCM.

**b. Other Services Provided**

- i. Buckelew shall provide a cell phone for the BPCM for business related purposes consistent with Buckelew Programs' internal policies.
- ii. Buckelew shall reimburse the BPCM for work related mileage claims consistent with Buckelew Program's internal policies.

**c. Responsibilities of the BPCM**

**i. Location of Work**

The BPCM will have a designated office space and office equipment at Marin Housing. The BPCM may also conduct the duties described in this section at clients' residence in Marin County. As a team, the S+ C Case Managers will identify particular participants in which the BPCM will focus his or her activities.

**ii. Case Management**

The BPCM will:

- Coordinate service requirements with the S+C team through daily team meetings.
- Perform needs assessments of participants and determine their eligibility for S+C services
- Refer residents to needed services in the community, including but not limited to, food programs, benefits advocacy, peer support programs, case management, medical care, therapy, drug and alcohol treatment, mental health day treatment, medications management, land negotiations, and employment and training services
- Attend daily team meetings and all team training's
- Adhere to MHA's harm reduction and intensive wrap-around case management philosophy.

**iii. Reporting and Documentation**

The BPCM must:

- Write daily clinical notes and chart medi-CAL billable services at an acceptable monthly rate determined by CMHS and the S+C Clinical Supervisor. (See Section 3.a.)
- Assist the Housing Eligibility Worker gather information and documentation required for the housing and income certification process, as needed.
- Collect data for the County Homeless Management Information System (HMIS).
- Assist in collecting data as needed for multiple grants and contracts.

## **2. SERVICES PROVIDED BY MARIN HOUSING**

- a. Marin Housing shall provide training to the BPCM and BP Program Director, including orientation to: the overall structure and philosophy of Marin Housing and the roles and responsibilities of Marin Housing staff; Marin Housing's supportive housing programs and the resources available within Marin Housing; S+C administrative plan; the S+C/Section 8 housing lease; and Marin Housing's policies and procedures regarding lease enforcement.
- b. The S+C team will provide the BPCM with an overview of the work that has performed to date and an orientation to the approach to service delivery, day-to-day activities and practices, the assessment and diagnosis of current participants.
- c. Marin Housing agrees to participate in supervision meetings with Buckelew Programs staff.
- d. Marin Housing shall reserve the right to reasonably request that Buckelew replace the assigned BPCM for the following reasons:
  - i. Neglect of non-performance of duties
  - ii. Disorderly conduct, use of abusive or offensive language, or fighting;
  - iii. Criminal action;
  - iv. Selling, consuming possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment in Marin Housing complexes;
  - v. Inadequate punctuality or attendance
  - vi. Substantiated complaints from public housing residents or management

## **3. REPORTING AND EVALUATION**

- a. The BPCM will maintain a confidential client file for each participant who receives services. This file will contain, at a minimum, a written assessment of the residents' needs; case notes that record any services provided to the participant, referrals made on behalf of the participant, and the outcome of any referrals; documentation of the reason for any termination of services. For clients receiving more intensive services, a service plan or treatment plan (with regular updates) will be included. The files shall include any forms deemed necessary by Community Mental Health and Marin Housing's S+C Clinical Supervisor in order to ensure compliance for MediCal billing purposes and for HUD's eligibility and reporting requirements.

- b. BPCM shall provide a monthly reimbursement request. (See Contract Section IV.B).
- c. The BPCM shall assist in the annual evaluation of the S+C Program by providing data as needed by Marin Housing.
- d. Marin Housing is responsible for ensuring that all reports and evaluations of the S+C Program are completed in a timely manner as required by HUD.

**EXHIBIT B  
BUDGET**

**July 1, 2010 – June 30, 2011**

<b>Personnel</b>	
1.0 FTE S+C Case Manager	\$52,427.00
Benefits	\$15,728.00
<b>Personnel Total</b>	<b>\$68,155.00</b>
<b>Non-Personnel</b>	
Administrative Overhead	\$6,859.00
Mileage Reimbursement	\$3,600.00
Cell Phone	\$780.00
<b>Total Non-Personnel</b>	<b>\$11,239.00</b>
<b>TOTAL CONTRACT</b>	<b>\$79,394.00</b>

## EXHIBIT C

### General Provisions

1. Acceptance by MHA of the work performed under this Agreement does not operate as a release of Buckelew Programs (hereinafter "Contractor") from responsibility for the work performed. Contractor understands and agrees that the scope of the work to be performed under this Agreement can and shall be performed in a manner compatible with the standards of contractors occupation or profession.
2. It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of MHA. This Agreement shall not be construed as an agreement for employment. Contractor shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and social security.
3. Contractor shall provide MHA with timely advice of all significant developments arising during performance of its services hereunder, orally or in writing, as Contractor deems appropriate.  
  
Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. It is recognized by the parties hereto that a substantial inducement to MHA for entering into this Agreement was and is the reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor without prior written approval of MHA, and this Agreement contemplates the services of Contractor as the primary provider of the services called for to be performed. Except as otherwise provided in this section, Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of MHA. Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Contractor, as may be allowed by this Agreement (hereinafter referred to as the Secondary Parties), shall comply with each term and condition of this Agreement. Furthermore, Contractor shall be responsible for the Secondary Parties acts and satisfactory performance of the terms and conditions of this Agreement.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to all work under this Agreement in accordance with accepted professional practice and accounting procedures for a minimum period of four years after the termination of the



Agreement. MHA, HUD, or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence under this Agreement for purposes of inspection, audit and copying.

6. Contractor shall indemnify, defend and hold harmless the MHA, its officers, agents and employees, from any and all claims, liabilities or causes of action, including contractual claims for injuries or death to persons, or damage to persons or property, arising out of or in connection with the organization, promotion or operations of any program funded pursuant to this Agreement. In this connection, Contractor agrees to procure and maintain general public liability insurance with minimum limits of \$1,000,000, naming the MHA and its officers and employees as additional insured during the term of this Agreement. Prior to rendering services and to payment of any or all claims under this Agreement, Contractor shall provide MHA with evidence of said insurance by filing with MHA and keeping up to date a certificate by the insurer to the effect that the insurance required by this Agreement is extended in favor of The Housing Authority of the County of Marin, its officers, agents, and employee's. Said certificate shall further state the insurance policy number, the effective dates (both commencement and expiration) of the policy, the kinds and levels of insurance provided, and that the policy provides that notice of cancellation, termination, or any material change in coverage shall be delivered to MHA ten (10) days in advance of the effective date of such cancellation, termination or change.

Contractor also agrees to procure and maintain Workers Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance with limits of one million dollars (\$1,000,000) per accident.

7. Contractor and any permitted subcontractor shall not discriminate against any individual based on race, color, religion, nationality, sex, age or condition of disability.
8. If litigation or administrative hearings ensue which pertain to the subject matter of Contractors services hereunder, Contractor upon request agrees to testify therein at a reasonable and customary fee.
9. All reports, information, data, work product, findings, and conclusions furnished to or collected, prepared, assembled, and/or made by Contractor and Contractors agents under this Agreement shall be the property of MHA, shall be confidential until MHA makes the work product available for public inspection, and shall not be made available by the Contractor to any person or entity or published by the Contractor without the prior written authorization of MHA. The products will not be made available by MHA without prior written authorization of the Contractor.
10. Contractor warrants and covenants that Contractor presently has no interest in, nor shall any interest be hereinafter acquired in any matter which will render the services required under the provisions of this Agreement, a violation of any applicable state, local or federal law. Contractor further warrants that no officer or employee of MHA has

influenced or participated in a decision to award this contract which has or may confer on Contractor a benefit in which such employee or officer may have an interest, pecuniary or otherwise. In the event that any conflict of interest or violation of this section shall nevertheless hereafter arise, Contractor shall promptly notify MHA of the existence of such conflict of interest or violation so that MHA may determine whether to terminate this Agreement.

11. MHA shall have the right to terminate this Agreement upon thirty (30) working days written notice to Contractor. The Contractor shall have the right to terminate this agreement upon thirty (30) days written notice to MHA. In the event that either MHA or the Contractor gives notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice and the following shall apply:
  - a. Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - b. MHA shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement, not to exceed the amount documented by Contractor and approved by MHA as work accomplished to date; provided, however, MHA shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to MHA such financial information as, in the judgment of MHA, is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of MHA shall be final. The foregoing is cumulative and does not affect any right or remedy which MHA may have in law or equity.
12. This Agreement, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made expressed or implied.
13. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

14. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
15. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
16. In any action or law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this Agreement, each party shall bear its own costs, including attorney's fees.
17. Unless otherwise expressly waived in writing by the parties hereto, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Marin, State of California. This Agreement and all matters relating to it, shall be governed by the law of the State of California.
18. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by MHA and shall apply to any claim against MHA arising out of any acts or conduct under the terms and conditions of this Agreement.
19. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of notice, then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
20. This Agreement, at the option of MHA, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
21. MHA may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

22. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to MHA:            Executive Director  
                         Marin Housing Authority  
                         4020 Civic Center Drive  
                         San Rafael, California 94903-4173

If to Contractor:    Executive Director  
                         Buckelew Programs  
                         900 5<sup>th</sup> Avenue, Suite 150  
                         San Rafael, CA 94901

Each party shall provide the other with telephone and written notice of any change of address as soon as practicable.

Notices given by personal delivery or acknowledged shall be effective immediately.

## EXHIBIT D

### Hold Harmless Agreement

THIS AGREEMENT, WHICH FORMS A BINDING CONTRACT, is executed on this first day of July 1, 2010, by and between the Housing Authority of the County of Marin (hereinafter called "MHA") and Buckelew Programs (hereinafter called "Contractor").

Contractor shall indemnify and hold harmless MHA and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the Contractor, its agents or employees, during the term of that document known as the "Contract Between Marin Housing Authority and Buckelew Programs for the Provision of Case Management Services to Shelter Plus Care Program participants, July 1, 2010 to June 30, 2011.

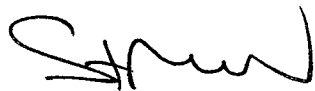
MHA shall indemnify and hold harmless the Contractor, its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of MHA, its agents or employees, during the term of that document known as the "Contract Between Marin Housing Authority and Buckelew Programs for the Provision of Case Management Services to Shelter Plus Care Program participants, July 1, 2010 to June 30, 2011.

IN WITNESS WHEREOF, THE PARTIES HERETO EACH ASSERT THAT THEY HAVE THE ABILITY TO ENTER INTO THIS AGREEMENT AND HAVE ENTERED INTO THIS AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE. EXECUTED BY MHA AND THE CONTRACTOR ON JULY 1, 2010.

**HOUSING AUTHORITY OF THE  
COUNTY OF MARIN**

By: \_\_\_\_\_  
DAN NACKERMAN  
Executive Director  
4020 Civic Center Drive  
San Rafael, California 94903

**BUCKELEW PROGRAMS**

By:  \_\_\_\_\_  
STEVE RAMSLAND  
Executive Director  
900 5<sup>th</sup> Avenue, Suite 150  
San Rafael, California 94901

## **EXHIBIT E**

### **SHELTER PLUS CARE CASE MANAGER**

Established 11/21/95

#### **DEFINITION**

Under supervision, to coordinate and provide flexible support services to homeless mentally ill participants in the Shelter Plus Care Program to help them remain in housing and work towards achieving the outcomes set forth in their coordinated case plans. To assist the Shelter Plus Care Program Coordinator with other aspects of the program as needed.

#### **LEVEL SUMMARY**

This is an experienced level that requires a high level of responsibility, knowledge and skill in coordinating and providing services to clients. This includes the ability to engage and work with people with mental illnesses (many of whom have been chronically homeless) and to coordinate services with all types of mental health, drug and alcohol, AIDS and other support agencies. The Case Manager will work within a Team with other Case Managers, a Nurse Practitioner, psychiatrist, and S+C Advocates. Direction is received from the Shelter Plus Care Program Coordinator.

#### **FUNCTION**

Under supervision, the Shelter Plus Care Case Manager will coordinate and provide flexible support services and skills training to participants once they are housed, with the objective of helping them to stay housed and to achieve the goals set forth in their coordinated case plans. These activities will include: assisting participants with locating appropriate housing; assisting with the move-in process; helping participants obtain needed household items; acting as an advocate and buffer between landlord and participant; providing assistance with money management, shopping, cooking, laundry and getting along with neighbors; working with participants to obtain and maintain entitlements; developing ongoing consultation with participants' family members, case managers and other care providers; making timely referrals to supportive services; and intervening to avert crises. The Shelter Plus Case Manager will also assist the Shelter Plus Care Program Coordinator with other aspects of the Shelter Plus Care Program, including outreach activities towards eligible homeless persons; mental health assessments and screening of potential participants to determine their eligibility for the program; development of participant's coordinated case plan and selection of participant's case manager; collection of data for the purposes of program administration and monitoring; and preparation of reports for the Shelter Plus Care Advisory Board and HUD. The Shelter Plus Care Case Manager will serve as a member of the Shelter Plus Care Board and Multi-Disciplinary Group.

## **EMPLOYMENT STANDARDS**

### **Education/Experience**

Three years of experience in a mental health, social service or community organization. Experience working with the Shelter Plus Care target population (i.e. homeless people who are seriously mentally ill, and may also have substance addictions and/or be HIV+ or have AIDS). Bachelor's degree in psychology, counseling, social work or closely related field preferred, but experience may substitute for education.

### **Knowledge**

Good understanding of current issues regarding independent living with support services for special needs populations; considerable knowledge of principles and techniques in engaging homeless mentally ill people, doing assessments, interviewing, and recording and tracking case plans; some knowledge of the principles, procedures, techniques, trends and literature of the mental health field; good understanding of public assistance and social service programs; preferred knowledge of Marin providers.

### **Ability To**

Able to: interact dynamically and relate well with homeless mentally ill people; assess needs and develop appropriate treatment plans; analyze problematic situations and take decisive action; establish and maintain effective working relationships with clients; interpret social services programs to applicants and participants; effectively use and seek out appropriate resources and services; apply existing rules, regulations and policies; work constructively within a community setting with a community consultation panel; accept and use supervision; work cooperatively with fellow employees, personnel from other agencies, and the public; write clear, accurate and concise reports; professionally maintain client records; perform word processing and data entry.