

**COUNTY OF MARIN**



**Department of Health and Human Services  
Division of Community Mental Health\***

**REQUEST FOR LETTER OF INTEREST (RFI)**

**CLIENT CHOICE AND HOSPITAL PREVENTION PROGRAM**

**RFI-HHS-2011-05**

**DATE ISSUED:**

**February 22, 2011**

**DEADLINE FOR SUBMISSIONS:**

**April 1, 2011, 3PM**

\*The County Of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, disability, marital status, or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

## **I. BACKGROUND**

The County of Marin, Division of Community Mental Health (CMHS) has recently been approved by the State Department of Mental Health to implement the fifth component of the Mental Health Services Act (MHSA) "Innovation". The MHSA Innovation guidelines state that an Innovation project is a novel, creative, and ingenious mental health approach developed within communities that are inclusive and representative, especially of un-served, underserved, and inappropriately served individuals. The guidelines also state that an Innovation project is one that contributes to learning by trying a new, never been done before approach or practice. To this end, Marin's Innovation project "Client Choice and Hospital Prevention Program" was created by a diverse group of stakeholders here in Marin County during the time period of September 2009 through November 2010.

The purpose of this project is to learn how to create a recovery-oriented, community-based response to psychiatric crises. This Client Choice and Hospital Prevention Program project will provide alternatives to hospitalization, both voluntary and involuntary, while supporting clients, families and communities to increase resiliency. Additionally, it will promote a reorientation of perception of how the mental health system and community can best respond to, and help prevent, psychiatric crises. Marin's Client Choice and Hospital Prevention Program project seeks to increase the quality of care and services by combining three distinct strategies: 1) community-based crisis services in a homelike environment 2) the integrated use of peer and professional staffing and 3) the use of an individualized crisis plan (Prevention & Early Intervention funding).

CMHS is seeking an applicant to implement the community-based crisis services in a homelike environment. This agency will need to use the combination of peer and professional staff and will need to partner with the agency that will be implementing the system-wide use of individualized crisis plans. The agency who is awarded this Innovation contract will be expected to operate in accordance with the principles of the Mental Health Services Act including principles of welcoming and recovery. The agency will also develop co-occurring capability that is consistent with the Comprehensive Continuous Integrated System of Care (CCISC) currently being implemented in Marin County.

The annual estimated expenditure for this project is \$991,992.00.

To read the entire Innovation Plan, the PEI Plan or to review the Innovation Guidelines, please click on the links below

[DMH Innovation Guidelines 09-02](#)

[Innovation Plan "Client Choice and Hospital Prevention Program"](#)  
[Prevention & Early Intervention "Crisis Planning"](#)

## **II. ELIGIBLE BIDDERS**

Eligible bidders include any non-governmental agency, with at least three (3) years of demonstrated experience working with targeted population. Target Population includes adults, age 18 years and above, who are in need of psychiatric crisis services. Target population may include adults: who may have chronic and persistent mental illness; who are homeless or at-risk of homelessness; who may have co-occurring disorders; and who may have on-going medical issues.

Eligible bidders will already have site control of the crisis residential home and will have all necessary approvals and licenses. The site will be in compliance with all ADA requirements.

## **III. REQUIREMENTS AND EXPECTATIONS FOR GRANTEES**

### **A. Summary of Contract Terms, Conditions and Requirements**

The grantee shall be required to comply with 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. Grantee 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. 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.

The grantee also agrees to comply with this Request for Letter of Interest (RFI) RFI-HHS-2011-05; the terms and conditions required by the original funding source for the programs/services described by this RFI; the terms and conditions of the County of Marin's Standard Short Form Contract (Attachment A & Exhibits A, B, E, F), as well as any additional terms and conditions County deems appropriate or necessary. The County's Standard Short Form Contract with exhibits contains specific provisions including, but not limited to, nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. By submitting a proposal, the applicant agrees to be bound by all terms and conditions of the County's Standard Professional Services Contract and exhibits if selected.

## **B. Insurance**

The County requires that all contractors carry \$1,000,000 in liability insurance. The County must be named as an additional insured as it pertains to general liability, and specific language must be included on the signed endorsement to the policy. The insurance coverage requirements are described in the County of Marin's Standard Short Form Contract (Attachment A & Exhibits A, B, E, F). **It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting an RFI**

## **C. Reimbursement and Reporting Requirements**

Contractors will be paid on a monthly basis, following the submission of an invoice to the Marin County CMHS for services performed to County's satisfaction. Specific instructions and invoice templates will be provided to grantees upon award of a contract. Consistent with Division policies and practices, all services will be reimbursed according to actual units of services provided on the monthly invoices. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors that exceed the annual allocation will not be reimbursed.

Contracts must comply with all reporting requirements set forth by the State Department of Mental Health (DMH) and CMHS, including, but not limited to, completion of cost reports, annual provider self-audits, and site visits.

Contractor will be responsible for fiscal record keeping and any necessary audits. The Contractor will be responsible for complying with all requirements of the County, DMH, or Mental Health Services Oversight & Accountability Commission (MHSOAC). Contractor will reimburse County for any funds expended for non-allowable costs that are discovered by audit and for which County is compelled to refund the money to CMHS, DMH or MHSOAC.

## **D. Tentative Time Schedule**

RFI Advertised	<b>Tuesday February 22, 2011</b>
RFI Released to Prospective Applicants	<b>Tuesday February 22, 2011</b>
RFI Questions Due	<b>Friday March 4, 2011</b>
RFI Answers Posted	<b>Friday March 11, 2011</b>
Applications Due	<b>Friday April 1, 2011 at 3 p.m.</b>
Evaluation & Scoring of Applications	<b>Monday April 11, 2011</b>
Posting of Notice of Intent to Award	<b>Friday April 15, 2011</b>
Contract Start Date*	<b>May 2011</b>

\* Contract start date is contingent on the meeting schedule of the board of Supervisors

#### **IV. APPLICATION INSTRUCTIONS**

In responding to the RFI, use the outline as it appears below and label your responses accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Proposal Review Committee. A non-response will result in disqualification of the proposal.

##### **A. Letter of Interest-Use Attached Format (Attachment B)**

##### **B. Applicant Capability (Page Limits Below)**

1. Briefly describe how the “Client Choice and Hospital Prevention Program” would be integrated into the overall mission of your agency. In your response please explain what programmatic experience your agency has that will prepare you to successfully create and manage this project, including confirmation of the requirements specified in the “Eligible Bidders” section of this document. (2 page limit)
2. Please describe the program you plan to operate. How will you incorporate the Prevention & Early Intervention aspect of the plan? In other words, what are your ideas on how you can compliment and expand upon client choice and the systematic use of individualized crisis plan? How will you facilitate the development of individualized crisis plans within your agency? Also, please explain your agencies philosophy of involving families. What sort of support might family members need during this time and how might a crisis residential program be able to facilitate that support? (No page limit)
3. Please describe the facility in which this program will be located, including any capital improvements that will be needed. What is needed to create a welcoming, recovery-focused, home-like environment? (2 page limit)
4. How do you propose you will pilot the use of SBIRT (Screening, Brief Intervention, and Referral for Treatment)? Please include how you plan to train staff in using effective and validated tools to screen for substance use problems in order to quickly assess the severity of substance use and determine the appropriate treatment. How will you collaborate and partner with the County Division of Alcohol, Drug and Tobacco Programs? (2 page limit)

### **C. Additional Information (No Page Limit)**

Please submit agreement to the following terms. Actual documents will be required prior to the approval of the contract:

1. The applicant must declare and document its authority to operate in the State of California, including the provision of its Federal and State Tax ID numbers. A copy of the respondents Articles of Incorporation and current By-Laws will be required prior to approval of contract.
2. The applicant must submit information showing that the cost of the proposed project can be carried for at least 90 days at any point during the term of the contract. Documents should be current and should include:
  - Balance Sheet
  - Income Statement
  - Cash Flow Statement
  - Debt Structure Statement
  - Accounts Receivable Schedule

Respondents who do not have these financial records must submit other evidence of ability to carry costs for 90 days, such as evidence of sufficient line of credit with bank/lender.

### **V. Application Submission Requirements**

#### **A. General Policies**

1. The County assumes no obligation for any of the costs associated with proposal development, preparation and submission.
2. This RFI is in no way an agreement, obligation or contract.
3. Proposals will become the property of the County upon submission and may be subject to the terms of the Public Records Act, as required by law.
4. After submission of the proposals and closing of the application period, no information other than this RFI document, will be released until after an award becomes final.
5. The County reserves the right to make an award without further discussion of the proposals received. Applicants should be prepared to accept the terms of this RFI for incorporation into any final agreement resulting from the RFI, as well as any terms and conditions required by the funding sources for this RFI Therefore, it is

important that the proposal be submitted initially on most favorable terms from both a technical and cost standpoint.

6. While it is the intention to award the contract to one respondent, the County reserves the right to split the award in any manner deemed most advantageous to the County.
7. The County reserves the right to accept or reject any proposal or all proposals submitted in response to the RFI, or to cancel in part or in its entirety this RFI if it is in the County's best interest to do so. In the event no applicants or proposals are deemed acceptable for Marin County, the County may select to operate by other means.
8. Any County grant award arising from this RFI process is contingent upon the availability of funds from the sources identified in this RFI. Should these funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFI may be terminated with respect to any payments for which such funds are not available.
9. In an effort to reach a decision concerning the most qualified applicant, the County reserves the right to evaluate all factors it deems appropriate, whether or not such factors have been stated in the RFI.
10. The County reserves the sole right to interpret or change any provisions of the RFI at any time prior to the proposal submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFI.
11. A proposal may be immediately rejected/disqualified for any of the following reasons:
  - a. The application is not received at the time and place specified in the RFI;
  - b. The application does not adhere to the required material elements of format and guidelines and/or substantive requirements set forth in this RFI;
  - c. Evidence indicates that the applicant, applicant's staff and/or consultants have in any way attempted to influence the confidential nature of the review through contact with the Marin County CMHS staff or members of the selection review committee.

**B. Submission Deadline and Format**

One (1) original application and three (3) additional copies of all documents must be **received** by Marin County CMHS **by 3:00 p.m. on Friday April 1, 2011**. Submit applications to:

Patty Lyons, MFT, Innovation Coordinator  
Marin County Community Mental Health Services  
20 N. San Pedro, Suite 2028  
San Rafael, CA 94903

1. Proposals may not be faxed or electronically transmitted. Proposals must be received by the date received above. POST MARKS or delivery service marks will not be accepted. Proposals and/or modifications and/or corrections thereof, received after the deadline will not be considered
2. Only proposals submitted in the format described within this RFI will be considered. Proposals must be submitted on standard 8-1/2" x 11", plain white paper, typed, single-spaced, in no less than 12-point typeface, with one-inch margins and pages numbered consecutively. Designer or hard covers are not permitted, and will be removed from proposals prior to their being shared with the review committee. Proposals shall be clearly marked, **RFI-HHS-2011-05** and fastened in the top left-hand corner with metal staple, clasp or other type of fastener.
3. A proposal may be rejected at the County's discretion if incomplete and/or if it contains any alterations of form and/or other irregularities of sufficient magnitude or quality to warrant a finding of being substantially non-compliant.
4. The County may in its discretion accept or reject in whole or in part any or all proposals, may cancel, amend or reissue the RFI at any time prior to contract approval and may waive any immaterial defect in a proposal. The County's waiver of an immaterial defect shall in no way modify the proposal requirements or excuse the applicant grantee from full compliance with the objective if awarded the contract.

**C. Contract between Applicant and County**

1. County Staff Contact: During the period from issuance of this RFI and the award of the contract to a successful applicant, contact regarding the specific subject of this RFI between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFI, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFI. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff is defined as any County of Marin employees, agents, or contractors involved in or connected with this RFI process.



2. Questions Regarding the RFI: To maintain a fair and impartial process, all questions regarding this RFI must be submitted in writing via the County website and contain a contact name and address. The final date and time to submit questions is by 5:00 PM on Friday March 4, 2011. All questions and responses will be available on the County website on or before Friday March 11, 2011. No telephone consultation will be provided. Questions must be submitted and answers can be reviewed via the County website at <http://www.co.marin.ca.us/depts/HH/main/RFPs/>

## **VI. Application Review and Selection Process**

### **A. Application Review and Selection**

Staff from the Division of Community Mental Health will conduct an initial technical review to ensure that the format requirements outlined in this RFI have been fulfilled. If any of the material format or substantive requirements are missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will then be submitted to a Proposal Review Committee that shall evaluate and rank the applications. The committee may consist of persons experienced in mental health issues, representatives from other county departments, representatives from local advisory boards, and any other individuals that the CMHS deems capable and appropriate for the selection of potential providers. The committee shall not include potential contractors and no one on the committee may apply or assist others in applying for this contract.

The purpose of the evaluation is to determine which applicants demonstrate the skills, expertise and experience to successfully perform the tasks specified in the RFI. Each committee member will read and score each application using a standardized scoring instrument. The results will then be compiled into an overall group score. The scoring instrument will reflect the requirements of the RFI.

Prior to making an award, the County may choose to conduct interviews with applicants. The purpose of the interviews would be to obtain clarification or ask follow-up questions that may arise from the review committee as well as to collect any additional information not gleaned from the proposals. The County may also request additional information or documentation necessary to determine the applicant's financial stability, ability to perform on schedule or willingness to incorporate additional features in the application, as well as any other relevant information County deems necessary to make the award.

An applicant may not be considered for funding, regardless of the merits of the proposal submitted, if there is a history of contract non-compliance with the County or other funding source and/or poor past or current contract performance with the County or other funding source. Such an applicant may be given a provisional award with the stipulation

those special terms and conditions regarding the areas of concern will be a part of any contract award.

Once a decision is made, a Notice of Intent to Award will be mailed to all applicants evaluated by the committee. It will also be posted at the office of Community Mental Health Services.

Any recommended grant award(s) will only become finalized upon approval by the Marin County Board of Supervisors.

**B. Post Award**

Once the Notice of Intent to Award has been issued, the applicant grantee provider selected will be contacted to execute the County's Standard Short Form Contract and its exhibits. At that time, the selected provider and the County may discuss adjustments to the budget and/or the scope of work. However, no other provisions of the County's Standard Short Form Contract will be negotiated. Again, refer to Attachment A for a copy of the County's Standard Short Form Contract.

The applicant grantee awarded a contract under this RFI process will be required to adhere to the reporting requirements set forth by CMHS, as well as to provide any additional data needed to satisfy other County, State or Federal reporting requirements.

For the duration of the contract period, annual contract renewals are contingent upon the demonstration of progress in achieving measurable results to the County's satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding.

Award of a contract under this process does not preclude the County from conducting another RFI process for these services at a future date.

Any contract arising from an award under the RFI will only become finalized upon approval by the Marin County Board of Supervisors

**C. Appeal**

Should an applicant not accept the decision in the Notice of Intent to Award, the following appeal process may be exercised.

The appellant applicant must file a written Notice of Intent to Appeal with the County Office that issued the RFI. Certified or registered mail must be used. No other method of delivery will be accepted. The Notice of Intent to Appeal must be received at the address stated below no later than ten (10) working days after the Notice of Intent to Award letter has been posted and mailed to all participating applicants.

Bruce Gurganus, MFT, Director  
Marin County Department of Health and Human Services  
Division of Community Mental Health Services  
20 N. San Pedro, Suite 2028, San Rafael, CA 94903

The Notice of Intent to Appeal must include the full name, address and telephone number of the appealing party, a full and complete written statement specifying the grounds for the appeal, including applicable citations to the RFI, and a statement of relief sought.

The notice will be forwarded, through the appropriate administrative channels, to the Director of the Marin County Department of Health and Human Services, or designee. The Department Director or designee may review the original RFI proposal(s), the public notice, the RFI document, and the standardized group scoring instruments of the review committee, and any other document deemed appropriate. The decision of the Department Director or designee shall be final.

Attachment A  
County of Marin's Standard Short Form Contract

Exhibit A  
Scope of Service (blank)

Exhibit B  
Fees & Payment Schedule (Blank)

Exhibit E  
Mental health Specific Provisions

Exhibit G  
Audits-Nondiscrimination

**COUNTY OF MARIN**  
**PROFESSIONAL SERVICES CONTRACT**  
**2010 - Edition 2**

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

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following 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 \$\_\_\_\_\_ 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 \_\_\_\_\_, and shall terminate on \_\_\_\_\_. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). 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 \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The County shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. Should any of the required insurance policies in this contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

\_\_\_\_\_ **By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.**

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.

In addition, Contractor may be required to carry errors and omissions, professional liability or malpractice insurance. If such insurance is required, the coverage limits and deductibles shall be set forth on Exhibit "C" attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County 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.

**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 negligence, recklessness or willful misconduct in the performance of this contract.

**20. COMPLIANCE WITH APPLICABLE LAWS:**

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

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

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

Notices shall be given to Contractor at the following address:

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

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

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

**22. ACKNOWLEDGEMENT OF EXHIBITS**

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	Scope of Services	
<u>EXHIBIT B.</u>	Fees and Payment Schedule	
<u>EXHIBIT C.</u>	Insurance Reduction/Waiver	
<u>EXHIBIT E.</u>	Mental Health Specific Provisions	
<u>EXHIBIT G.</u>	Audits & Nondiscrimination	

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

**APPROVED BY:**

**CONTRACTOR**

**COUNTY OF MARIN**

**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

EXHIBIT B

FEES & PAYMENT SCHEDULE

July 1, 2010 – June 30, 2011

## 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.

## EXHIBIT E

### MENTAL HEALTH SPECIFIC PROVISIONS

July 1, 2010 – June 30, 2011

#### 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.

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

## EXHIBIT E

### MENTAL HEALTH SPECIFIC PROVISIONS

July 1, 2010 – June 30, 2011

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.

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.

EXHIBIT E

MENTAL HEALTH SPECIFIC PROVISIONS

July 1, 2010 – June 30, 2011

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.

Attachment B  
Letter of Interest



LETTER OF INTEREST

CLIENT CHOICE AND HOSPITAL PREVENTION PROGRAM

MHSA INNOVATION PROJECT

RFI-HHS-2011-03

**LEGAL APPLICANT:**

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

**CERTIFICATIONS:**

The applicant certifies to the best of his/her knowledge and belief that the data in this application has been duly authorized by the governing body of the applicant and that the applicant will comply with the assurances required of the applicant if the application is approved and the contract is awarded.

President, Board of Directors

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Director

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR COUNTY USE ONLY**

Date and Time Received: \_\_\_\_\_

Signature of Receipt of Application \_\_\_\_\_