

COUNTY OF MARIN



**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICES**

REQUEST FOR PROPOSAL (RFP)

Early Psychosis Program

RFP-HHS-2018-20

DATE ISSUED: **December 12th, 2018**

DEADLINE FOR SUBMISSIONS: **January 25th, 2019**

The County of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, 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

Early Psychosis Program

Development of the Program

The County of Marin, Division of Behavioral Health and Recovery Services (BHRS), aims to enhance our capacity to provide comprehensive and evidence-based treatment services to individuals who develop a first episode of psychosis. While we have historically served this population through our general Adult and Children's Systems of Care as well as our contracted TAY Full Service Partnership program, the county has identified gaps in successfully engaging and providing consistent services for this client population. The goal is to reduce the long-term negative consequences of untreated psychosis by using the research-informed approach of short (two years or less), intensive, engaging, and recovery-oriented interventions delivered via a coordinated multidisciplinary team.

"First Episode Psychosis" Clients and Target Population

This is a broad term used in research to refer to those who are in the first few years after an initial psychotic episode. It may refer to those who have had multiple episodes in the first few years. For the purposes of Marin County services, it will refer to those between the ages of 15-30 who appear to be within their first two years of experiencing psychosis and are early in their treatment. For this reason, those eligible for Marin County services will be referred to as experiencing "*Early Psychosis*."

Eligible clients for Early Psychosis services provided through this RFP will be Marin Medi-Cal beneficiaries experiencing acute psychosis as part of the onset of a "non-affective psychotic disorder." These conditions include Schizophrenia, Schizoaffective Disorder, Brief Psychotic Disorder, Schizophreniform Disorder, Delusional Disorder, and Other Specified/Unspecified Schizophrenia Spectrum and Other Psychotic Disorder.

All clients will be assessed by Marin County's BHRS Access Team and referred for services based on these criteria, or they may be referred from existing BHRS programs when they meet criteria for early psychosis. Estimated number of clients may vary but is projected between 20-25 youth/young adults annually, with a majority of clients likely to be transitional age youth (16-25).

Early Psychosis Services

Proposed Services are designed to meet the developmental needs of young people experiencing early psychosis. This population includes those who have never been treated, those who have recently had a first psychotic episode, or those who have been treated only for short periods with anti-psychotic medication. These clients are particularly vulnerable to dropping out of services and benefit most from Early Intervention. They are most in need of psychoeducation, family education, and support for return to work/school to prevent delays in important developmental milestones.

Research has shown that the length of time between the onset of psychotic symptoms and initiation of treatment, otherwise known as the Duration of Untreated Psychosis, can impact responsiveness to treatment and overall recovery. Additionally, during this critical window, treatment as usual has not been found to be as effective as a specialized and intensive team approach, otherwise known as Coordinated Specialty Care.

The evidence base points to the need for rapid engagement, family involvement, and recovery-focused services delivered over the course of approximately two years.

According to SAMHSA and NIMH, the identified evidence-based treatment for those experiencing early psychosis is a "Coordinated Specialty Care" (CSC) approach. CSC teams are highly recovery-focused, "youth friendly", collaborative, and specialized in treating early psychosis. They are usually comprised of a centralized care coordinator or case manager, medication prescriber, supported education and employment specialist, psychotherapist, and family support and education provider. Family and client education, client engagement, and client resilience training are key interventions in this approach. Research shows that clients with early

psychosis engaged with a CSC team are likely to have greater functionality, better quality of life, and less psychopathology, after two years (as compared to treatment as usual). This especially holds true when intervention begins within approximately two years of the first acute psychotic episode (Kane et al., 2015).

Eligibility

The ideal applicant(s) for this program will have a demonstrated history of successfully providing mental health services to young adults with serious mental illness and be able to implement a CSC approach. They will also be able to demonstrate proven fiscal capacity including capacity for fund accounting, and a long-term plan for sustainability of the project. Applicants need to be certified by Marin County as a Medi-Cal service provider or commit to an application for Medi-Cal certification within the first 2 months of the contract award.

Available Funds and Project Duration

The budget for this program is \$400,000 annually which will be pro-rated in FY18/19. Annual contract renewal(s) 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. The County reserves the right to: increase or decrease the contract amount, fund the proposed service in whole or in part, and terminate or extend the program/contract based on funding availability.

II. Requirements and Expectations for Grantees

A. Summary of Contract Terms, Conditions and Requirements

The grantee shall be required to comply with the Americans With Disabilities Act of 1990; SAMHSA Mental Health Block Grant; this Request for Application RFP-HHS-2018-20; and the terms and conditions required by the original funding source for the programs and services described by this RFP and the terms and conditions of the County of Marin's Professional Services Contract. The County's Professional Services Contract, 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 an Application, the applicant agrees to be bound by all terms and conditions of the County's Standard Professional Services Contract, attached hereto as Attachment B, and execute the same, if selected.

B. Insurance

The County requires that all contractors carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as additional insured, and specific language must be included on the signed endorsement to the policy. The required insurance coverage requirements include automobile insurance and is described in the County of Marin's Standard Professional Services Contract, attached hereto as Attachment B. ***It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting an Application.***

C. Administrative and Legal Requirements

1. Contractors will be paid on a monthly basis, following the submission of an invoice for services performed to County's satisfaction. Specific instructions will be provided to the grantee upon award of a contract. Services will be reimbursed for contracted services provided on the monthly invoices, not to exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the allocation will not be reimbursed.

2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.
3. Nuclear Free Zone: The County is a nuclear free zone, in which work on nuclear weapons or the storage or transportations of weapons-related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons contractor.
4. Non-Appropriations: The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.
5. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.
6. Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances:
 - a. Conflict of interest policy for staff and governing boards.
 - b. Grievance procedure for customers and clients.
 - c. Does not discriminate against nor deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief.
 - d. Complies with the 1990 ADA.
7. Applicants must have proven fiscal capacity including capacity for fund accounting.
8. Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.
9. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.
10. Applicants must be eligible to receive Federal funds.
11. Contractors must comply with all reporting requirements set forth by the Marin Department of Health and Human Services and the State Department of Health Care Services.
12. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.
13. If applicable, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later.

14. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Department of Health and Human Services, including outcomes and satisfaction measurements. Contractors must also comply with all reporting requirements set forth by the Department of Health and Human Services and the State Department of Health Care Services, including, but not limited to, completion of cost reports, annual provider self-audits and site visits.
15. Cultural Competency: All program staff shall receive at least four hours of in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

Applicants who do not meet these minimum requirements shall be deemed non-responsive and will not receive further consideration. Any application that is rejected as non-responsive will not be evaluated and no score will be assigned.

D. Tentative Time Schedule

All applicants are hereby advised of the following schedule and will be expected to adhere to the applicant-related deadlines below:

RFP Advertised	December 12 th , 2019
RFP Released to Prospective Applicants	December 12 th , 2018
Question/Answer Period Opens	December 12 th , 2018
Question/Answer Period Closes	January 4 th , 2019 (3:00 pm)
RFP Answers Posted	By January 8 th , 2019
RFP Due	January 25 th , 2019 (3:00pm)
Applicant Review & Interviews (if applicable)	Late January, 2019
Posting of Applicant Approved	Early Feb, 2019
Contract Start Date*	April 1 st , 2019

*Contract start date is contingent upon the approval of the Board of Supervisors.

III. Application Instructions

In responding to the RFP (the submission is hereinafter referred to as “Application” or “Letter(s) of Interest”), 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 Application Review Committee. A non-response will result in disqualification of the Application. Ensure that all applicable fields are completed and that the cover page is signed.

A. Cover Page (1 Page Limit – See Attachment A)

Complete and sign the attached Cover Page (Attachment A) to the County of Marin. Include (1) Legal Name of Individual or Organization Submitting Letter of Interest, (2) Address, (3) Telephone Number and E-mail, (4) Contact Person, (5) Contact Person’s E-mail Address, (6) Type of Organization, if applicable, (7) Date of Submission, (8) Federal Tax ID, and (9) Funding requested.

Please note that by signing and submitting an Application you are agreeing to the following terms: “The costs of the proposed project can be carried by the applicant for at least 90 days at any point during the term of the contract.” Please be prepared to submit current documents to demonstrate this, including: Balance Sheets; Income Statements; Cash Flow Statements; Debt Structure Statements; and Accounts Receivable Schedules. Actual documents may be required prior to approval of Contract.

B. Applicant Capability (Limit 5 pages)

1. Project Description including scope of project, proposed target population, and projected timeline.
2. Identification of applicant's documented experience in providing mental health services to young adults with serious mental illness, with a focus on early psychosis. Please include any additional experience with co-occurring disorders, familiarity with local resources in Marin, and methods used to measure program outcomes.
3. A description of applicant's experience with and current capacity to provide treatment services that meet the linguistic, cultural, gender and other needs of target population.
4. A description of the Coordinated Specialty Care (CSC) model to be implemented and staffing proposed.

C. Budget (No Page Limit)

1. Provide a list of all funding sources tied to this project
2. Provide a projected cost of the project by submitting the following two budgets: Budget for the FY 2018-19 project period (April 1, 2019-June 30, 2019) including any one-time start-up costs if applicable and Budget for the FY 2019-20 project period.

IV. Application Submission Requirements

A. General Policies

1. The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation and submission of applications.
2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The applications will become the property of the County upon submission and may be subject to the terms of the California Public Records Act ("PRA"), as required by law.
4. By submitting an application, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the application submitted to the County, if applicant claims that such information falls within one or more PRA exemptions; that applicants must mark said proprietary information as "CONFIDENTIAL AND PROPRIETARY" and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County's deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County's deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorney fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by the applicants.
5. After submission of the application and closing of the application period, no information other than what is outlined in this RFP will be released, until an award becomes final.
6. The County reserves the right to make an award without further discussion of the applications received. Therefore, it is important that the application be submitted initially on the most favorable terms from both a technical and cost standpoint.
7. While it is the intention to award the contract to one applicant, the County reserves the right to split the award in any manner deemed most advantageous to the County. The County also reserves the right to increase or decrease the award amount.
8. 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 RFP.
9. The County reserves the sole right to interpret, change or terminate any provision of the RFP at any time prior to the submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFP. The County also reserves the right to accept and reject

any or all of the RFP, cancel the RFP in whole or in part, or terminate the process and elect to operate by other means.

10. An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services ("HHS") or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.
11. An application may be **immediately** rejected and disqualified for any of the following reasons:
 - a. The application is not received at the time and place specified in the RFP;
 - b. The application does not adhere to the required material elements of format and guidelines or substantive requirements set forth in this RFP;
 - c. Evidence indicates that the applicant, applicant's staff or consultants have in any way attempted to influence the confidential nature of the review through contact with the Marin County BRHS staff or members of the selection review committee.

B. Submission Deadline and Format

- a. One original application (and three additional copies if submitting a hard copy application) of all documents must be **received at the following location no later than 3:00pm on January 15th, 2019**. Proposals with insufficient copies cannot be properly disseminated to the evaluation committee and other reviewers for necessary action and therefore will not be processed. Applications may also be submitted via e-mail at the following e-mail address. No verbal Applications will be considered. Submit applications to:

Hard Copy Application Submission Address (One Original and Three Copies):

**ATTN: Jennifer Craig
Marin County Department of Health and Human Services
Behavioral Health and Recovery Services
3230 Kerner Blvd, San Rafael, CA 94901**

Electronic Copy Application Submission E-Mail Address (One Original):

jacraig@marincounty.org

1. Proposals may not be faxed. Proposals must be received by the date and time recited above. Post marks or delivery service marks will not be accepted and it is up to the applicant to ensure that the application was received by the date and time recited above. Proposals, modifications, or corrections, received after the deadline specified will not be considered, except if such modifications or corrections were at the County's request.
2. Only Applications submitted in the format described within this RFP will be considered. Applications must be submitted on standard 8-1/2" x 11", plain white paper, typed, single- spaced, in no less than 12-point typeface, with 1" margins and pages numbered consecutively. Designer or hard covers are not permitted and will be removed from Applications prior to their being shared with the review committee. Hard copy applications shall be fastened in the top left-hand corner with a metal staple, clasp, or other type of fastener.
3. An Application may be rejected if incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity 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 Applications, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in an Application. The County's waiver of an immaterial defect shall in no way modify the Application requirements or excuse the applicant grantee from full compliance with the objective if awarded the contract.

C. Contact between Applicant and County

1. **County staff contact:** During the period from issuance of this RFP and the award of the contract to a successful applicant, contact regarding the specific subject of this RFP between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFP, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFP. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents or contractors involved in or connected with this RFP process.
2. **Questions regarding the RFP:** To maintain a fair and impartial process, all questions regarding this RFP must be submitted in writing via the County's website and contain a contact name and address. The final date and time to submit questions in writing is **3:00pm December 21st, 2018**. All questions and responses will be available on the County's website on or before **January 3rd, 2019**. No telephone consultation will be provided. **Questions must be submitted via the County website at <https://www.marinhhs.org/rfp>.**

V. Application Review and Selection Process

A. Application Review and Selection

Staff from BHRS will conduct an initial technical review to ensure that the format requirements outlined in this RFP have been fulfilled. If any of the material format or substantive requirements is missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will be submitted to an Application review committee that shall evaluate and rank the applications. The committee may consist of persons experienced in behavioral health services, representatives from other county departments, representatives from local advisory boards, and any other individuals that Health and Human Services deems capable and appropriate for the selection of potential providers. The committee shall not include potential contractors, and no committee member 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 RFP. Each committee member will read and score each application using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFP.

An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services ("HHS") or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract. The committee will make an award recommendation to the Director of Behavioral Health and Recovery Services or the Director of Health and Human Services, or designee, who will make the final recommendation to the Marin County Board of Supervisors.

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

Once a decision is made, a Notice of Intent to Award will be mailed to all applicants evaluated by the committee.

B. Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the County's Standard Professional Services Contract. At that time, the selected provider and the County may discuss adjustments to the budget and the scope of work. No other provisions of the County's Standard Professional Services Contract will be negotiated. Refer to Attachment B for a copy of the County's Standard Professional Services Contract.

The applicant grantee awarded a contract under this bid process will be required to adhere to the reporting requirements set forth by BHRS, 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 RFP process for these services at a future date.

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 Notice of Intent to Appeal with the County Office that issued the RFP. Certified or registered mail must be used to file the Notice of Intent to Appeal. 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 working days after the Notice of Intent to Award letter has been posted and mailed to all participating applicants.

**ATTN: Jennifer Craig
Marin County Department of Health and Human Services
Behavioral Health and Recovery Services
3230 Kerner Blvd, San Rafael, CA 94901**

The Notice of Intent to appeal must include a full and complete written statement specifying the grounds for the appeal. Areas subject to appeal are: appeal from disqualification; appeal from rejection notice; appeal from award to another applicant; or appeal challenging the validity of the process. The appeal should identify the appealing party, be in writing, refer to the specific RFP sections and pertinent documents, and state the relief requested.

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 RFP Application(s), the public notice, the Request for Proposal document, and the scoring instruments of the Application review committee, and any other document deemed appropriate. The decision of the Department Director or designee shall be final.

ATTACHMENT A

**MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICES**

Early Psychosis Program

RFP-HHS-2018-20

Date: _____

Legal Applicant:

Organization Name:
Address:
Telephone:
E-mail:
Contact Person:
Contact Person's E-mail Address:
Type of Organization (if Applicable):
Date of Submission:
Federal Tax ID No.

Certifications

I certify that to the best of my knowledge the information contained in this Application is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I understand that final funding for any service is based upon funding levels and the approval of the Marin County Board of Supervisors.

I further certify that the costs of the proposed project can be carried by the applicant for at least 90 days at any point during the term of the contract.

Signature: _____ Date: _____
Name:
Title:

For County Use Only

Date Received:	Time Received:
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Marin County BHRS Staff Signature Acknowledging Receipt of Application:
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ATTACHMENT B

Contract Template

Exhibit A

Contractor:

Contract Services:

Executive Director:

Clinical Director:

Corporate Status: California non-profit corporation with exempt status under Section 501(c)3 of the Internal Revenue

Incorporated:

Tax I.D. Number:

Contractor Address:

Telephone:

Officers, Board of Directors:

President:

Vice President:

Treasurer:

Members of Board:

ITEMS APPLICABLE TO SERVICE:

Hours of Operation: 24 Hours a Day 7 Days a Week

Geographic Area: Residents of Marin County

Target Group: Students between the ages of 13-22 with identified disabilities. The majority of these disabilities have been identified as Emotionally Disturbed (ED). Other student's disabilities include Other Health Impaired (OHI), and Specific Learning Disability (SLD).

Selection for Admission to Service: Upon referral only from Marin County Division of Social Services, Marin County Probation Department, or Marin County Division of Behavioral Health and Recovery Services (BHRS). In the event that the child is referred by an agency other than BHRS, COUNTY shall make no payment for services, and have no obligation to make payment to CONTRACTOR, unless the services provided by CONTRACTOR received prior authorization from the BHRS Contract Officer or designee. A child may be approved for services on the basis of verbal authorization from the COUNTY by mutual consent of the COUNTY and CONTRACTOR.

Goals Of Program:

Objectives:

Services Provided:

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.

Co-Occurring Capacity: Recognizing that clients with mental illnesses commonly have substance use disorders, all BHRS contracted service providers will commit to becoming welcoming, recovery oriented, and co-occurring capable. This may include implementing activities with the goal of improving clinicians' co-occurring assessment and treatment competencies.

Records of Service: Records of service provided by CONTRACTOR staff shall be kept in sufficient detail to make possible an evaluation of services. The records shall also contain all the data necessary in reporting to the State Department of Mental Health, and in addition, such other records as may be required by the local Mental Health Director, on forms as the Director may prescribe. All clinical records will conform to Medi-Cal requirements and standards.

Confidentiality of records shall be assured in accordance with the provisions of Welfare and Institutions Code Section 5328; Title 45, Code of Federal Regulations, Section 205.50; and Title 42, Code of Federal Regulations, Part 431, Subpart F. Records shall be kept in a secure location, accessible only to COUNTY and CONTRACTOR.

Discharge Planning:

Licensing/Certification:

Coordination of Services with BHRS: The COUNTY designated Contract Officer will be the primary liaison between the COUNTY and CONTRACTOR for the purpose of administering this agreement. The Contract Officer will be the Local Mental Health Director's designee. Programmatic, child-specific coordination will occur between COUNTY placement staff and CONTRACTOR.

Quality Assurance and Utilization Review:

CONTRACTOR shall comply with policies established by the COUNTY Quality Management Plan, including utilization controls, and State Department of Mental Health Letters and Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

Evaluation:

CONTRACTOR shall provide COUNTY with a complete description of the methodology and procedure used to evaluate its programs. CONTRACTOR shall participate in the State Department of Health mandated Children's Performance Outcomes System, the COUNTY Children's System of Care evaluation program and other COUNTY evaluation activities deemed necessary by the Local Mental Health Director.

EXHIBIT B

FEES & PAYMENT SCHEDULE

July 1, 2019 – June 30, 2020

Contractor:

Personnel	FTE	% FTE in contract	Full FTE annual salary	Program Budget
Clinical Supervisor				
Therapist				
Trainer				
Medical appointment clerk				
Child Care Worker				
Behaviorist				
Program Director				
			Sub-total Salaries	
			Benefits @ 20%	
			Total Personnel Cost	

Operating Costs	
Behavior Modification Activities	
Depreciation Equipment	
Maintenance Equipment	
Membership Dues	
Rents & Leases Equipment	
Small tools & instruments	
Training	
Communications	
Depreciation Structures & Improvements	
Insurance	
Interest Expense	
Maintenance Structures, Improvements & Grounds	
Miscellaneous Expense	
Office Expense	
Taxes & Licenses	
Utilities	
Other	
Transportation	
Travel	
Sub-total Operating Costs	
Indirect Costs	
Total Personnel	
Total Budget	

<i>Estimated Units and Rates</i>	Units	Rate
Rehabilitation Individual		
Rehabilitation Group		
Medication Support Services		
Targeted Case Management		
Crisis Intervention		
Assessment		
<i>Mental Health Services</i>		
Collateral		
Individual		
Group		
TBS Supplemental to be approved		
Psychotx Group Supplemental		

EXHIBIT B

FEES & PAYMENT SCHEDULE

July 1, 2019 – June 30, 2020

1. REIMBURSEMENT SHALL BE for fee-for-service at the negotiated rate, not to exceed the County's Maximum Allowance or the agency's published charges as stated in Exhibit B of this Agreement and not to exceed the maximum contract amount stated in Paragraph 4 of this Agreement. No amount will be paid under this Agreement unless services are authorized by the Local Mental Health Director or the Director's designee, according to the authorization procedures described in Exhibit A of this Agreement.
2. 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 per day up to the maximum contract rate as stated in Exhibit B of this contract, but not to exceed the County's Maximum Allowance or the agency's published charges on file with the County..
3. Payment of claim due may be withheld pending receipt of documents required by this contract.
4. Contractor shall not charge any patients any fee for service but shall collect third party payments if applicable, and deduct any receipts from monthly billing.
5. Contractor shall reimburse County for any audit exceptions as a function of Utilization Review by cash payment or, at the election of the Local Mental Health Director, or the Director's designee, by a credit to County on future claims for payment.

CONTRACT MAXIMUM:

EXHIBIT D

DEPARTMENT CERTIFICATION

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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.

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 of the California Code of Regulations as well as all future changes or amendments to each of the preceding, and the State of California, Department of Health Care Services', Cost Reporting/Data Collection System.

1.2. Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and

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Institutions Code and obtain a certification of patient's eligibility for mental health services under the California Medical Assistance Program.

- 1.3. Pursuant to Section 521 of the California Code of Regulations, Title 9, the Local Mental Health Director shall be permitted to supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served under this Contract.

2. NON-DISCRIMINATION

- 2.1. Non-discrimination in Services, Benefits and Facilities
 - 2.1.1. Contractor shall not discriminate in the provision of services because of race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap as provided by state and federal law.
 - 2.1.2. Contractor shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without regard to race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap.

3. CLEAN AIR AND WATER.

This paragraph is applicable only if the Contract exceeds \$100,000, or the Federal Contracting Officer, the State or County has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 7413 (c) (1)] or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.

- 3.1 Contractor agrees as follows:
 - 3.1.1 To comply with all the requirements of § 114 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.) and § 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) respectively relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in § 114 and § 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Contract;
 - 3.1.2 No obligation required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was executed unless and until the EPA eliminates the name of such facility or facilities from such listing;
 - 3.1.3 To use its best efforts to comply with clean air standards and clean water standards at the facility in which the services are being performed; and
 - 3.1.4 To insert the substance of the provisions of this Paragraph 3.0 into any written delegation.
- 3.2 The terms used in this Paragraph 3.0 have the following meanings:
 - 3.2.1 The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 7401 et seq.).
 - 3.2.2 The terms "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
 - 3.2.3 The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an approved implementation procedure or plan under § 110(d) of the Clean Air Act [42 U.S.C. 7410 (a)] an approved implementation procedure or plan under § 111(c) [42 U.S.C.7411 (c)] or § 111(d) [42 U.S.C. 7411(d)] or an approved implementation procedure under § 112(d) of the Air Act [42 U.S.C. 7412(d)].
 - 3.2.4 The terms "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated

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pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by § 402 of the Water Act (33 U.S.C. 1342).

- 3.2.5 The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- 3.2.6 The term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or delegate, to be utilized in the performance of a contract of delegation. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collected in one geographical area.

4. CLINICAL REVIEW/PROGRAM EVALUATION

- 4.1 The Local Mental Health Director or the Director's designee shall serve as a representative of County in all matters pertaining to services rendered pursuant to this Contract and shall administer this Contract on behalf of County, including authorization for admission, care, and discharge of all County responsible patients for whom reimbursement is provided under this Contract.
- 4.2 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.
- 4.3 The County's formal evaluation of Contractor's program will result in a written report to Contractor within fifteen (15) working days of the conclusion of the evaluation. Any report that results from a site visit will be submitted to Contractor within fifteen (15) working days of the site visit. Contractor may submit a written response to the County Contract Manager within fifteen (15) working days of receipt of report and such response will be part of the official report.
- 4.4 Contractor shall meet the requirements of and participate in the Program Evaluation and Management Information System of Marin Mental Health Plan, and maintain clinical and fiscal records as required by the State of California, Department of Health Care Services, 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.

5. APPLICABLE FEES

- 5.1 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 Health Care Services. 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.
- 5.2 Contractor will perform eligibility and financial determinations, in accordance with State Department of Health Care Services' Uniform Method of Determining Ability to Pay (UMDAP), for all patients unless directed otherwise by the Local Mental Health Director.

6. RECORDS

- 6.1 Contractor shall maintain proper clinical and fiscal records relating to patients served under the terms of this Contract, as required by the Local Mental Health Director, the State Department of Health Care Services, and all applicable State and Federal statutes and regulations. Patient

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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 Health Care Services' claiming requirements.

- 6.2 Contractor agrees to extend to State Department of Health Care Services and to County, and to their respective designees, the right to review and investigate records, programs, and/or procedures, as well as the 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 this contract.
- 6.3 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 and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees and agents of the confidentiality provisions of all applicable statutes.
- 6.4 Contractor is responsible for the repayment to County of all audit exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by Contractor under this Contract. Where unallowable costs have been claimed by Contractor and reimbursed by County, they will be refunded to County by Contractor within 30 days of receipt of invoice
- 6.5 Contractor's fiscal records shall contain sufficient data to enable 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.
- 6.6 Contractor's statistical records shall be maintained as required by the Local Mental Health Director and the State Department of Health Care Services on forms furnished by the Department or County. All statistical data or information requested by the Local Mental Health Director shall be provided by Contractor in a complete and timely manner.

7. REPORTING UNUSUAL OCCURRENCES

- 7.1 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.
- 7.2 Unusual occurrences are to be reported to 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:
 - 7.2.1 Complete written description of event including outcome;
 - 7.2.2 Written report of Contractor's investigation and conclusions;
 - 7.2.3 List of persons directly involved and/or with direct knowledge of event.
- 7.3 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.

8. LIMITATIONS/OBLIGATIONS

- 8.1 Obligations of County under this Contract 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 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. In the event that State reimbursement is terminated or reduced, this Contract may be terminated or proportionately reduced, upon County's written notice to Contractor.

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- 8.2. In the event of termination of this Contract 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.

9. REQUIRED PROGRAM SUBMISSIONS

- 9.1 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 Contract.
- 9.2 Contractor agrees to maintain, and to provide to County upon request, an organizational chart that reflects Contractor's current operating structure.
- 9.3 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 Contract. Contractor shall ensure that recipients of service under this Contract have access to and are informed of Contractor's complaint procedure.
- 9.4 Contractor agrees to have on file with County a schedule of Contractor's published charges, if applicable.
- 9.5 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 Contract. 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.
- 9.6 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.
- 9.7 Contractor will have an MOU in place with all approved subcontractors, which will be made available to County upon request, which defines the services to be provided and is consistent with the services described in this Contract.
- 9.8 Contractor will report all data and outcomes as required by the State or County.

10. CONTRACTOR'S COMPLIANCE WITH PROVISIONS OF STATE CONTRACT

- 10.1 County receives funding from the State Department of Health Care 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") provided to County by the State Department of Health Care Services and/or protected health information (hereinafter "PHI") provided to County by the State Department of Health Care Services, and requires that 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 is available from Marin Behavioral Health & Recovery Services' (BHRS) Administration upon request.
- 10.2 Additionally, in the event the State Contract requires County to notify the State of a breach of privacy and/or security of PII and/or PHI, Contractor shall, immediately upon discovery of a

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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.

- 10.3 In the event the State Contract requires 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.
- 10.4 Contractor shall ensure that all staff and subcontractors complete a privacy and security training upon initial hire, and annually thereafter. Contractor shall provide evidence of these trainings when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.
- 10.5 Contractor shall ensure that all staff and subcontractors sign a confidentiality agreement upon initial hire, and annually thereafter. Contractor shall provide evidence of completed agreements when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.
- 10.6 Contractor shall ensure that all Providers and/or subcontracted Providers consent to and complete a criminal background check, including fingerprinting. 42 CFR 455.434(a) Contractor shall provide evidence of completed agreements when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

11. ELECTRONIC SIGNATURE

- 11.1 If Contractor uses electronic medical records, 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 Health Care Services' website at www.dhcs.ca.gov.
- 11.2 If contractor or contractor's employees use any of the BHRS electronic health records (EHR) systems, contractor and employees, who may electronically sign documentation in the EHR, shall sign BHRS' Electronic Signature Agreement before access to the EHR is approved by County.

12. PHYSICIAN INCENTIVE PLAN

If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to County which will in turn submit the Plan to the State for approval, in accordance with the provisions of Title 42, CFR section 438.6(h).

13. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN FEDERAL HEALTH CARE PROGRAM

- 13.1 Prior to the effective date of this Contract, Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Contract null and void and may result in the immediate termination of the Contract.
- 13.2 Contractor shall certify, prior to the execution of the contract, that the contractor does not employ staff or sub-contractors who are excluded from participation in federally funded health care programs. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

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- 13.2.1 www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
- 13.2.2 www.sam.gov/portal/SAM - GSA Exclusions Extract
- 13.2.3 www.Medi-Cal.ca.gov – Suspended & Ineligible Provider List

13.3 Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or sub-contractors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or subcontractors, and provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

- 13.3.1 <https://www.ssdmf.com/> - Social Security Death Master File

13.4 Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and subcontractors) potential placement on an exclusions list.

14. COPELAND ANTI-KICKBACK ACT

Contractor must comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C.S. 3145). All contracts and subcontracts in excess of \$2,000 for construction or repair awarded by Contractor must include a provision for compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (Title 29, CFR, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States").

15. DAVIS-BACON ACT

Contractor must comply with the provisions of Davis-Bacon Act, as amended (40 U.S.C.3141et seq.). When required by Federal Medicaid Program legislation, all construction contracts awarded by Contractor and its subcontractors of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (Title 29, CFR, Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor must comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as applicable. All subcontracts awarded by Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5).

17. ADVANCE DIRECTIVES

The Contractor must comply with all Marin Mental Health Plan policies and procedures regarding Advanced Directives in compliance with the requirements of Title 42, CFR, Sections 422.128 and 438.6(i) (1), (3) and (4).

18. DISCLOSURES

18.1 The State Department of Health Care Services requires County to obtain from its providers, who are entering into or renewing a provider contract, information on ownership and control

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interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes. (42 CFR §§ 455.104, 455.105, and 455.106.)

- 18.2 Upon the execution of this Contract, Contractor shall furnish County a statement at Attachment 1, form titled "Provider Disclosure Statement," which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the "Provider Disclosure Statement" form, an updated form should be completed and submitted to County within 35 days of the change. (42 CFR 455.104.)
- 18.3 Contractor must disclose the following information as requested in the "Provider Disclosure Statement" form at Attachment 1:
- 18.3.1 Disclosure of 5% or More Ownership Interest:
- 18.3.1.1 In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of individual, the date of birth and Social Security Number must be disclosed.
- 18.3.1.2 In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
- 18.3.1.3 For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
- 18.3.1.4 For individuals with five percent (5%) or more direct or indirect ownership interest of disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting prior to execution of contract. (42 CFR 455.434)
- 18.3.2 Disclosures Related to Business Transactions:
- 18.3.2.1 The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
- 18.3.2.2 Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 CFR 455.105(b).)
- 18.4 Disclosures Related to Persons Convicted of Crimes:
- 18.4.1 The identity of any person who has an ownership or control interest in the provider, or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the title XXI services program since the inception of those programs. (42 CFR 455.106.)
- 18.4.2 County shall terminate the enrollment of Contractor if any person with 5 percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offence related to the person's involvement with Medicare, Medicaid, or title XXI program in the last 10 years.
- 18.5 Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County

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may refuse to enter into an agreement, or terminate an existing agreement with a provider if the provider fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if the provider did not fully and accurately make the disclosure as required. Disclosures must be provided to County by completing and signing Attachment 1, form titled "Provider Disclosure Statement".

19. **License Verification**

- 19.1 Contractor shall ensure that all staff and subcontractors providing services will have a valid professional license to practice the contracted services. This includes implementing procedures of professional license checks, credentialing and re-credentialing, monitoring limitations and expiration of licenses, and ensuring that all providers have a current National Provider Identifier (NPI) through the National Plan and Provider Enumeration System (NPPES). Contractor shall provide evidence of these completed verifications when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.