

**CONTRACT BETWEEN ORTNER MANAGEMENT GROUP, LLC AND
MENDOCINO COAST HOSPITALITY CENTER FOR FY 13/14**

This Agreement is made and entered into as of this 1st day of July, 2013, by and between the ORTNER MANAGEMENT GROUP, LLC, the Mental Health Services' Manager for adults in Mendocino County, hereinafter referred to as "OMG," and MENDOCINO COAST HOSPITALITY CENTER, hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, OMG desires to enter into an Agreement whereby CONTRACTOR will provide mental health services in accordance with the requirements of Title 9, California Administrative Code; and

WHEREAS, the California Welfare and Institutions Code (Section 5600 et seq.) provides a set of definitions, standards, procedures and regulations by and pursuant to which OMG and CONTRACTOR may lawfully contract for such services; and

WHEREAS, CONTRACTOR provides prevention and care management mental health services at its facilities located in Fort Bragg, CA; and

WHEREAS, said facilities are Medi-Cal certified; and

WHEREAS, the Mendocino County Mental Health Plan desires prevention, care management and transportation services for severely mentally ill clients; and

WHEREAS, CONTRACTOR is willing to furnish such services as a Provider upon the terms hereafter set forth.

IT IS HEREBY AGREED AS FOLLOWS:

1. SERVICES TO BE PROVIDED

CONTRACTOR will provide OMG access to the services described in Exhibit A of this Agreement.

Mendocino County is eligible to receive Medi-Cal reimbursement from the State of California, Department of Mental Health for Medi-Cal certified services. As the Mental Health Services' Manager for adults of Mendocino County, OMG will authorize all placements and may place adult clients above age 21 in the CONTRACTOR's services.

The Mendocino County Mental Health Managed Care Plan will determine the appropriateness of placement based on clinical medical necessity criteria.

CONTRACTOR will make every reasonable effort to arrange its services to permit OMG to place a client at any time in accordance with agreed upon admission criteria.

2. CONTRACT TERMS

This Contract is for a term commencing on July 1, 2013 and ending on June 30, 2014 and shall be automatically extended thereafter in one-year intervals unless earlier terminated as provided under paragraph 19 of this Agreement. Exhibit A will be updated annually to reflect program changes and adjusted rates. Notice of new rates shall be given 30 days in advance.

In the event this Agreement is terminated prior to the ending date above, CONTRACTOR shall be paid based on the number of days used in the month up to the date of termination or up to the maximum amount of the contract stated in Number 3.

In the event of client neglect or abuse, OMG reserves the right to terminate this Agreement effective immediately.

In the event there is a change in State law or regulation regarding the funding mechanism for any of the services provided by CONTRACTOR, the terms of this Agreement shall be immediately subject to renegotiation, up to and including termination of this Agreement.

In the event that any OMG wishes to terminate this Agreement, all applicable Mendocino County departments herewith associated shall be notified immediately.

In the event of renegotiation of the Agreement, CONTRACTOR shall be paid based on the number of days used in the month up to the date of termination or up to the maximum amount of the contract stated in Number 3.

3. PAYMENT

For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR at the established contract rate within (30) days following the submission of the invoice and all supporting documentation as required by OMG.

CONTRACT SUM:

THE TOTAL SUM TO BE PAID TO CONTRACTOR UNDER THIS ENTIRE AGREEMENT SHALL NOT EXCEED TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00).

Travel expenses shall not be allowed or paid unless set forth in this agreement.

CONTRACTOR shall be liable for DMH audit exceptions due to inadequate documentation as per medical necessity documentation requirements and not actual medical necessity and shall reimburse OMG for any recoupments ordered by the State within sixty (60) days of the date of the State's or OMG's notice of recoupment order. If CONTRACTOR fails to reimburse the OMG within the time period, the OMG may offset the unpaid amount against any sums due from OMG to CONTRACTOR pursuant to this Agreement or any other agreement or obligation.

OMG shall be liable for DMH audit exceptions should the patient not meet medical necessity criteria for stay and contractor has been asked by OMG to provide additional service days. This may occur in instances when transportation or placement, etc. is not available for patient and the Contractor's clinical team determines the patient is ready for discharge.

Within ninety (90) days after the close of the fiscal year, CONTRACTOR shall provide OMG with an annual Cost Report in the appropriate format for submission to the State of California, Department of Mental Health for Medi-Cal reimbursement. This Cost Report will establish the final basis upon which CONTRACTOR will be paid for services provided during the term of this Agreement.

4. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR understands and agrees that the services performed hereunder by its officers, agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of OMG. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this Contract shall be provided by CONTRACTOR in performance of contracted services. CONTRACTOR is not entitled to participate in worker's compensation benefits, pension plan, retirement plan, insurance, bonus or similar benefits that either Mendocino County or OMG provides its employees.

5. HOLD HARMLESS & INDEMNIFICATION

OMG has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR'S work by OMG shall not operate as a waiver or release.

CONTRACTOR shall indemnify, hold harmless, defend and release Mendocino County, OMG, its agents, and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorneys fees and witness costs that maybe asserted by any person or entity, including CONTRACTOR, arising out of or in connection with the activities necessary to perform the services and complete the tasks provided for in this Agreement, but excluding liabilities due to the sole negligence or willful misconduct of OMG. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the CONTRACTOR or its agents under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

CONTRACTOR may not subcontract all or part of this Agreement except for temporary arrangements entered into for coverage during temporary absences due to illness or vacation. Prior approval of the Plan is not required in temporary absences.

OMG shall indemnify, hold harmless, defend and release Contractor, its agents, and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorneys fees and witness costs that maybe asserted by any person or entity, including OMG, arising out of or in connection with the activities necessary to perform the services and complete the tasks provided for in this Agreement, but excluding liabilities due to the sole negligence or willful misconduct of CONTRACTOR. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for OMG or its agents under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

6. HIPAA COMPLIANCE

CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act ("HIPAA") and shall hold the OMG harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations. CONTRACTOR also agrees: patients to whom services are rendered are third-party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to OMG reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the return of protected information to OMG or destruction of protected information upon contract termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records. A failure by CONTRACTOR to adhere to these provisions shall result in contract termination.

7. INSURANCE

CONTRACTOR, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth below with insurance companies acceptable to Mendocino County and OMG for Mendocino County's and OMG's protection, its elected or appointed officials, employees, CONTRACTOR and subcontractor from any and all claims which may arise from operations under this Agreement, whether operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by any of them.

CONTRACTOR shall provide to OMG certificates of insurance with endorsements properly executed by an officer of the issuing insurance company evidencing coverage as specified in Exhibit D.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, OMG, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further

work pursuant to this Agreement.

CONTRACTOR shall not commence work, nor shall Contractor allow their employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by OMG. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another contractor.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude OMG from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless Mendocino County and OMG, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorneys' fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, arising out of or in any way connected with the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONTRACTOR further assures that Contractor will comply with such provisions before commencing the performance of work under this Agreement.

CONTRACTOR shall furnish to OMG certificate(s) of insurance evidencing malpractice insurance coverage for CONTRACTOR and his/her employee(s) in an amount no less than One Million Dollars (\$1,000,000) in a form acceptable to OMG.

CONTRACTOR shall furnish to OMG certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to OMG certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability – One Million Dollars (\$1,000,000) each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability – Five Hundred Thousand Dollars (\$500,000) each occurrence. (Clause is void if CONTRACTOR shall not be required to transport individuals or travel while performing services as outlined in this agreement. Existing vehicle liability shall be submitted in lieu of the above for OMG records.)

Each certificate of insurance specified above (with the exception of Workers' Compensation Insurance) shall be accompanied by an endorsement, properly executed by an officer of the issuing insurance company stating:

- a. Mendocino County and OMG are named and listed as an additional insured.
- b. Stipulation that the policy acts as primary insurance for Mendocino County and OMG and no other insurance held or owned by Mendocino County or OMG shall be called upon to cover a loss under said policy.
- c. Restatement of limits of policy
- d. Contain a non-severability of interest statement.
- e. Stipulation that failure to comply with the reporting procedures of policy shall not affect coverage provided to Mendocino County or OMG.
- f. Stipulation that OMG will be notified by first class mail in the event that the remaining amount of coverage of the policy falls below the minimum requirements of OMG.
- g. Stipulation that OMG will be notified by first class mail a minimum of thirty (30) days before the policy is canceled, altered, or not renewed.

8. COMPLIANCE WITH LAWS AND ORDINANCES

All services to be performed by CONTRACTOR pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations and titles, including but not limited to the Deficit Reduction Act (DRA) of 2005, and the Federal and State False Claims Acts. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to OMG immediately.

9. DIRECTION, SUPERVISION, MONITORING, REVIEW AND TRAINING

Pursuant to WIC Section 5608, services hereunder shall be provided by CONTRACTOR under the authority of the Mendocino County Director of Mental Health and the general supervision of OMG. As the County's authorized agent, OMG shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of services and the criteria for determining the persons to be served. CONTRACTOR agrees to extend to OMG, the County of Mendocino, the State Department of Mental Health, the United States Department of Health and Human Services, the Comptroller General of the United States and other authorized state agencies or their duly authorized representatives, the right to review, monitor and evaluate CONTRACTOR'S facilities, programs, books, records or procedures at any reasonable time.

10. ASSIGNMENTS

CONTRACTOR may not assign any of its rights or delegate any of its duties under this Agreement, without the prior written consent of OMG. This limitation, however, does not apply to CONTRACTOR'S delegation of duties to its employees and independent contractors in the ordinary course of CONTRACTOR'S business, when CONTRACTOR retains direct supervision over the work of such employees and primary responsibility

under this Agreement for the work of any independent contractors.

11. PERSONNEL

- a. CONTRACTOR shall furnish such qualified professional personnel as prescribed by Title 9 of the California Administrative Code for the type of services described in Scope of Services attached.
- b. CONTRACTOR'S personnel shall have the appropriate State licensure or OMG approved waivers for their given profession. CONTRACTOR shall provide copies of current licensure or waivers for all direct care staff to OMG within thirty (30) days of execution of this Agreement or date of employment/renewal.
- c. CONTRACTOR shall complete Exhibit B and Exhibit C, and comply with all applicable federal, state laws, rules and regulations including but not limited to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, sexual preference, age, medical condition or handicap, (including compliance with the Federal Rehabilitation Act of 1973, Section 504).

12. DRUG-FREE WORKPLACE

CONTRACTOR and CONTRACTOR's employees shall comply with the Mendocino County's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any OMG contracted facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at an OMG contracted facility or work site, the CONTRACTOR, within five days thereafter, shall notify OMG. Violation of this provision shall constitute a material breach of this Agreement.

13. AVAILABILITY OF SERVICES

Services under this Agreement shall be rendered without discrimination on the basis of race, color, religion, handicap, sex, age, marital status, sexual preference, national origin or ancestry.

14. LICENSING REQUIREMENTS

CONTRACTOR shall comply with all necessary county or state licensing and/or certification requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. CONTRACTOR shall abide by the Short-Doyle Act (Welfare and Institutions Code, Division 5, Part II, Section 5600 et seq.), Title 9, and Title 22 of the California Administrative Code, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Mental Health Policy Letters.

CONTRACTOR shall furnish OMG within thirty (30) days of execution of this Agreement:

- a. A Program Schedule
- b. Treatment Staff Roster (including license number and evidence of credentialing).

15. AGREEMENT PREPARATION

It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

16. CONFIDENTIALITY

All information and records obtained in the course of providing services under this Agreement shall be confidential pursuant to Section 5328 of the Welfare and Institutions Code in accordance with applicable state and federal law.

17. CLINICAL RECORDS

CONTRACTOR shall maintain adequate records. Patient records must comply with all appropriate state and federal requirements. Individual records shall contain intake information, assessments, treatment plans and progress notes. Program records shall contain details adequate for the evaluation of the service.

CONTRACTOR shall provide OMG with required records for billing purposes, utilization review, and other purposes as may be required under terms of this Agreement in accordance with established OMG policies and procedures.

CONTRACTOR is hereby informed that OMG payment may be delayed for lack of appropriate records and/or contents of those records required from CONTRACTOR in order to bill under Medi-Cal guidelines.

18. QUALITY ASSURANCE

CONTRACTOR shall notify OMG of any and all special incidents involving an OMG placement within 24 hours of the incident. All special incidents are reviewed by the OMG Quality Improvement Committee and any recommendations will be forwarded both to the Mendocino County Mental Health Director and the CONTRACTOR'S Chief Executive Officer.

CONTRACTOR shall furnish OMG with a copy of its Quality Assurance Policies and Procedures and its Client Complaint/Grievance Procedure within thirty (30) days of execution of this Agreement.

19. FINANCIAL RECORDS

CONTRACTOR shall maintain financial records that clearly reflect the cost of services. Appropriate service and financial records must be maintained and retained for four (4) years following the close of the fiscal year to which the records pertain.

20. TERMINATION

Either party may terminate this Agreement without cause upon sixty (60) days written notice served upon the other party. Without limiting the termination rights set forth above:

- a. OMG declares its intent to terminate this Agreement should any state or federal agency withhold or terminate funding which OMG had anticipated using for payment for CONTRACTOR'S services.
- b. OMG declares its interest in providing the mental health services described in this contract and therefore agrees to act in good faith and provide written notification to CONTRACTOR in advance of terminating this Agreement with the intent of allowing CONTRACTOR to rectify any problems that would serve to prompt OMG's termination of this Agreement.

If CONTRACTOR should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, OMG may terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which will be prorated and equate to the number of days in the month that services were provided; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by OMG by virtue of the breach of the Agreement by the CONTRACTOR.

CONTRACTOR agrees to permit Mendocino County, OMG, and any state agency authorized by Mendocino County's Mental Health Director, to inspect, review and copy all records, notes and writing of any kind in connection with the services provided by CONTRACTOR under this Agreement. All such inspections and copying shall occur during normal business hours.

21. NOTICES. METHOD AND PLACE OF GIVING NOTICE, BILLS AND PAYMENTS.

All notices, bills and payment shall be made in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

THE OMG
ORTNER MANAGEMENT GROUP, LLC
1525 Plumas Ct., Ste C
Yuba City, CA 95991

THE CONTRACTOR
MENDOCINO COAST HOSPITALITY
CENTER
c/o Anna Shaw
P.O. Box 2168
Fort Bragg, CA 95437

And when addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the name and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant

to this paragraph.

22. CHANGE ORDERS

Amendments or changes to this Agreement may be authorized by the Chief Executive Officer of OMG. The parties expressly recognize that OMG personnel other than the Chief Executive Officer are without authorization to either order additional (and/or changed) services or waive contract requirements. Failure of the CONTRACTOR to secure Chief Executive Officer authorization for additional services shall constitute a waiver of any and all right to adjustment in additional compensation.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by CONTRACTOR without the express and prior written authorization of the Chief Executive Officer of OMG.

23. TAXES

CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case OMG is audited for compliance regarding withholding or other applicable taxes, CONTRACTOR agrees to furnish OMG with proof of payment of taxes on those earnings.

24. DAMAGES

The parties agree that in the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of such action or proceedings.

25. PATIENTS' RIGHTS

CONTRACTOR shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code 5323; California Administrative Code, Title 9, Chapter 1, Sub chapter 4, Article 6. In addition, in all facilities providing the services described herein the CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients' rights.

CONTRACTOR shall respond to any inquiries from the Patients Rights Advocate in accordance with Mendocino County policy and State Statutes, including State Fair Hearings, as requested.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

As Approved By:



Anna Shaw, Executive Director
Mendocino Coast Hospitality Center

7/3/13

Date

Thomas L. Ortnier, Chief Executive Officer
Ortnier Management Group, LLC

Date

EXHIBIT A DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Intent of Contract

1. Hospitality Center (CENTER) will operate and staff a wellness and care management center in Fort Bragg offering peer activities, support, education, and meaningful daytime activities for all clients with severe and persistent mental illness who have been referred/authorized by the Ortner Management Group (OMG).
2. Hospitality Center will operate a program in the Center designed to:
 - a. Provide assistance with client stabilization and crisis prevention with the goal of avoiding the need for clients to be placed in higher levels of care.
 - b. Provide drop-in centers in Fort Bragg, trained staff, scheduled activities, and peer support to clients.
 - c. Provide supportive local transport service and related assistance to clients for medical appointments or outpatient mental health treatment.
 - d. Provide assertive care management services, which includes assessments, plan development, rehabilitation services (individual and group), collateral and case management services as defined by Title 9 of the California Code of Regulations.
 - e. Provide short-term and time-limited breaks for mentally ill adults in need of temporary housing relief, without which emotional distress and situational trauma might increase, precipitating a need for more intensive services.
3. Hospitality Center staff will be expected to possess the skills to work successfully with clients who may be disruptive, uncooperative, and have co-occurring disorders.

Location and Hours of Operation

4. Hours of operation will be mutually determined with OMG for the Fort Bragg location.
5. The Fort Bragg location must be located in publicly accessible buildings with convenient access to public transportation.
6. Activities will be scheduled based on the needs and interests of clients referred by OMG.

Staffing

7. Peer Support Specialists and Care Managers will be supervised by the Executive Director.
8. In the Fort Bragg Center Peer Support Specialists and Care Managers will coordinate client services and complete necessary documentation.
9. Care Managers will complete data entry in the Care Management Data Base.
10. Hospitality Center will work the OMG VP of Operations/Clinical Director for up to 4 hours per week to provide staff oversight and to train and mentor staff for Medi-Cal billable activities.

Referrals

11. OMG Care Managers will coordinate and communicate each new referral with Hospitality Center staff.
12. Referral packets will be forwarded from 24-hour care providers by OMG Care Managers and include a review of pertinent treatment and recovery goals, issues, and suggestions to assist with the client's orientation to the Center.
13. OMG Care Managers will ensure all required Release of Information (ROI) signatures have been obtained, including Public Guardian's signature for conserved clients.
14. OMG Care Managers will provide Hospitality Center with updated ROI's as they expire.
15. Hospitality Center has the right to refuse referrals of individuals who are legally restrained from the center, who create a safety risk to staff or clients in the center, or who are temporarily barred from the center for violation of policies and procedures. In such an event, OMG staff will schedule a case conference to address specific clinical and safety concerns.

Client Intake, Assessment, and Follow-Up Direct Services

16. Following completion of a referral, the CENTER's Care Manager will schedule an Intake appointment with the client and Hospitality Center staff at the CENTER.
17. Intake appointment will include a tour of the CENTER, Expectations for Behavior (handout of CENTER rules), an overview of the Principles of Recovery, explanation of Activity Schedule, and a summary of next steps.
18. Hospitality Center will provide clients with a copy of CENTER's Grievance Procedure at Intake.
19. Assessments, forms, and measurement instruments used are subject to approval by OMG.
20. Hospitality Center staff will assist clients with benefit enrollments, provide local transportation when necessary, and host periodic 10-week 'NAMI Peer-to-Peer Recovery Education Course'.

Program Groups

21. Weekly groups will cover a minimum of eight different peer support and recovery topics per week (e.g. Wellness Recovery Action Plans (WRAP), life skills, and dual diagnosis).
22. Hospitality Center will arrange or provide health education (e.g. nutrition, classes from a Public Health Nurse, management of chronic conditions, etc.).
23. Weekly schedule will include unstructured, supervised congregate time for clients to interact with peers, watch movies, etc.

Attendance Tracking

24. Hospitality Center Peer Support Staff will track OMG clients' daily attendance at CENTER and provide OMG with daily attendance reports on request.
25. Attendance reports will not include information on individuals who are not clients of OMG.

Reporting

26. Hospitality Center will submit the following reports to OMG with the monthly invoice for payment:
 - a. Weekly Billing Reports:
 - i. Completed billing forms provided by Mendocino County for Medi-Cal services.
 - b. Monthly Reports:
 - i. Names of clients referred by OMG during the 2013-2014 contract year (per Hospitality Center's records) with date of intake and date of current ROI form.
 - ii. Indication of when OMG clients visited CENTER during the reporting month.
 - iii. Indication of which OMG clients received assistance with benefits enrollment, transportation, or other case management services in the reporting month.
 - iv. Copy of weekly activity schedule in use during reporting month with brief description of
 - v. Report of training received by staff or volunteers during the reporting month, including topic, trainer, length, and names of attendees.
 - vi. Summary report of grievances filed by OMG clients including CENTER's response.
 - b. Other Reports:
 - i. Complete Preliminary Lien Notice form as required by Mendocino County.
27. OMG Care Managers will contact Hospitality Center staff as soon as possible to report changes in OMG client status (e.g. housing, conserved status, or assigned Care Manager) that may create a need for additional client support from Hospitality Center staff.

Consumer Satisfaction Survey

28. Hospitality Center will distribute a Consumer Satisfaction Survey to OMG referred Mendocino County clients biannually, offer assistance with completion as appropriate and report results to OMG.
29. Consumer Satisfaction Surveys will include an opportunity for Mendocino County clients to provide input on the selection of group topics, weekly group scheduling, and other CENTER operations.
30. Consumer Satisfaction Surveys will include one or more questions related to whether clients feel welcomed at the CENTER.

Coordination with OMG Staff

31. Designated Hospitality Center and OMG staff will schedule quarterly *regular* check-in meetings and biannual CENTER site visits to review program progress and contract compliance.
32. Designated Hospitality Center staff will attend OMG Care Management meetings *periodically* to report on program services, community meetings, client feedback, and discuss client issues.
33. Hospitality Center staff will participate on the OMG Utilization Review Committee.
34. Hospitality Center staff will welcome OMG Case Managers to meet with clients on-site at the CENTER as needed.
35. Hospitality Center will maintain a written Crisis Response Policy that includes instructions for contacting OMG staff in the event of a client crisis or emergency.
36. Hospitality Center will assign a designee to attend MHSA Work Group meetings for Workforce Education & Training (WE&T).
37. OMG will notify Hospitality Center of available training opportunities that may benefit CENTER staff, volunteers, or clients.
38. OMG and Hospitality Center staff will continue to explore the possibility of partnering on additional client support strategies (e.g. crisis apartment, garden project).

Staff Training

39. Hospitality Center will procure or provide basic and advanced training focused on wellness recovery training to Hospitality Center staff such as, but not limited to: Care Management, Crisis Services, Patient Navigator Course at Sonoma State University, Continued WRAP training (Wellness Recovery Action Plan), Peer to Peer, Family to Family, In Our Own Voice, Advanced Peer Training, Motivational Interviewing, CPR certification and Driver Safety.

EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Anna Shaw
(Type Name)
Executive Director


(Title)

(Signature)

Hospitality Center
(Organization Name)
P.O. Box 2168
Fort Bragg, CA 95437

(Organization Address)

7/3/13

(Date)

**CONTRACTOR ASSURANCE OF COMPLIANCE
WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: Mendocino Coast Hospitality Center

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

7/3/13

Date



CONTRACTOR Signature

P.O. Box 2168, Ukiah, CA 95437
Address of CONTRACTOR

EXHIBIT D

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude OMG or Mendocino County from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless OMG, Mendocino County, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to OMG certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to OMG certificate(s) of insurance evidencing general liability and malpractice insurance coverage for CONTRACTOR and his employee(s) in an amount, which is no less than \$1,000,000 in a form acceptable to OMG.

CONTRACTOR shall furnish to OMG certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.