

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/10/2013

From: James Foley, Director of HHS
(Department Head - please type)

Phone Ext. 412

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:
06/25/2013

Department Head Signature *Shy Pauly for Jim Foley*

Agenda Title: Amador-Tuolumne Community Action Agency (A-TCAA) Promotores de Salud Agreement with Behavioral Health FY 13-14

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the Agreement with ATCAA for the Promotores de Salud Program. This is a Latino "Peer to Peer" program that promotes mental health wellness and increases the access to services to the Spanish speaking community of Amador County.

These services are budgeted through the Mental Health Services Act.

This amendment changes the term, scope of work and fee schedule

Recommendation/Requested Action:

Approval of the Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel GG

Auditor EJD

GSA Director Hop

CAO ob

Risk Management YMT

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Please return two original Agreements to Angie Grau in BH. Scanned originals to Risk

FOR CLERK USE ONLY

Meeting Date

June 25, 2013

Time

9 a.m.

Item #

HF

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

A new ATF is required from

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by

Department

ATTEST: _____

For meeting

Clerk or Deputy Board Clerk

of

Save

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY ("A-TCAA"), a joint powers agency (the "Contractor").

RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing a peer to peer program to promote mental health, wellness and increase access to services for underserved Spanish-Speaking linguistically isolated community members similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide a peer to peer program to underserved Spanish-speaking residents of Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall be from July 1, 2013 through June 30, 2014. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the budget set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.

5.2 Contractor shall submit quarterly invoices no later than thirty (30) days after the last day of the month in which services were rendered. The invoices shall include a detailed description of the services provided during that quarter . Contractor shall submit quarterly surveys and sign-in sheets with each invoice.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by

it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional

Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be

endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$ 1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting

records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.

17. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA.

Through the Business Associate Agreement ("BAA"), ACHSD and Contractor have obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the establishment of proper procedures for the release of such information as required by HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. Pursuant to sections 160.103, 164.502(e), 164.504(a), and 164.504(e) of HIPAA, Contractor must enter into a BAA with ACHSD, a copy of which is attached hereto as **Attachment C** attached and incorporated by this reference. Failure or refusal of a party to execute a BAA when required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Behavioral Health Department
10877 Conductor Blvd, Suite 300,
Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal

Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

18. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: AMADOR-TUOLUMNE COMMUNITY ACTION
AGENCY ("A-TCAA")
935 South Highway 49
Jackson, CA 95642
209-223-1485

To County: Amador County Behavioral Health Department
10877 Conductor Boulevard
Sutter Creek, CA 94685

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

Signatures on following page

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

COUNTY OF AMADOR

CONTRACTOR:
AMADOR-TUOLUMNE COMMUNITY

ACTION AGENCY (A-TCAA), a Joint Powers Agency

BY: _____
Richard M. Forster,
Board of Supervisors

BY: Shelly Hance
SHELLY HANCE, Executive Director

Federal I.D. No.: 94-276-5408

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____
Deputy

ATTACHMENT A – SCOPE OF WORK

Amador Tuolumne Community Action Agency (ATCAA) Promotores de Salud Program FY 2013-14

Program Description

The Promotores de Salud is a Latino “Peer-to-Peer” program that utilizes Spanish-speaking Hispanic/Latino community members to reach out to other historically underserved Spanish-speaking Hispanic/Latino and linguistically isolated community members. The goal of this program is to promote mental health, overall wellness, and ultimately increase access to services. Promotoras conduct educational presentations and outreach activities and help overcome cultural barriers.

In order to outreach to the Spanish-speaking community regarding mental health needs and services, the Promotores program will train and deploy 2 Promotoras into the areas across the county with elevated concentration of Spanish-speaking populations. The Promotora, a community-based lay worker and peer educator, will help address barriers to accessing services, such as transportation, availability, culture, language, stigma, and mistrust. The Promotoras will be community volunteers who will be trained to work with professionals and paraprofessionals in the delivery of mental health prevention and early intervention activities. Volunteers will receive stipends in order to defray transportation and event costs.

Each Promotora will receive 8 weeks of extensive training that teaches knowledge of culturally and linguistically competent topics relevant to behavioral health. They will be trained to identify and recognize early signs and symptoms of substance abuse and behavioral/mental health disorders, work with selected providers in the delivery of prevention and early intervention educational programs, develop culturally relevant materials, and assist in ensuring that activities are provided in a culturally and linguistically appropriate manner. They will be trained in ways to participate in behavioral health coalition building to strengthen their communities’ capacity to increase resilience and wellness. They will also be trained on assisting individuals in navigating the public behavioral health system such as directing them to the appropriate behavioral health services, when necessary, and providing support and follow up for individuals that are referred to behavioral health services.

The Promotoras will conduct educational presentations and perform community outreach activities on behavioral health topics to groups and individuals within community settings such as schools, churches and homes on a weekly basis. The overall benefit to the county will be the increase of community members being connected to community-based prevention and early intervention and behavioral health services without fear of stigmatization. The program will serve at least 200 individuals each year.

Target Population

The target population for this program are Latino/Spanish Speaking individuals in Amador County who are at risk of or may be experiencing early signs of mental illness, including:

- Children (Age 0-17)

- Transition Age Youth (Age 18-24)
- Adults (Age 25-59)
- Older Adults (60+)
- Veterans
- Homeless

Program Objectives

1. Serve at least 200 Latino community members of any age throughout Amador County each year.
2. Provide at least 6 presentations on mental health to Spanish-speaking participants each quarter.
3. Provide individual assistance / resource support to at least 30 individuals each quarter of the year.
4. Make at least 10 referrals to Amador County Behavioral Health Services each quarter as appropriate.
5. Provide and post information to reduce stigma and increase awareness regarding mental health.
6. Improve overall emotional wellbeing for group and individual participants in Amador County.
7. Track and measure services provided to participants each month using sign-in sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
8. Participate in local meetings, forums, and events to foster collaboration and community outreach.

ATTACHMENT B

**Amador Tuolumne Community Action Agency (ATCAA)
Promotores de Salud Program
FY 2013-14**

Program Budget

Budget

Volunteer Coordinator	\$13,357
Transportation Stipends, Events, Trainings	\$9,227
Indirect Costs (10.7%)	\$2,416
Total Budget	\$25,000

Budget Narrative

\$13,357 for salary/benefits related to program and volunteer coordination at 10 hours per week.

\$9,227 for transportation stipends for Promotores, trainings, and for any materials related to community events attended by the Promotores.

\$2,416 to cover indirect costs related to contract administration at a rate of 10.7 percent.

ATTACHMENT C – ALCOHOL POLICY

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE
AND DRUG & ALCOHOL TESTING
POLICY ACKNOWLEDGEMENT FORM
FOR CONTRACTORS**

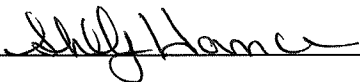
The undersigned, authorized signatory for AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (“A-TCAA”), a joint powers agency (the “Contractor”), certifies as follows:

1. Contractor has obtained and read a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor’s officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment “C” is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 94-2765408

Printed Name: Shelly Hance Date 6/6/13

Title: Executive Director

Signature: 

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2013, made and entered into by and between the County of Amador and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (“A-TCAA”), a joint powers agency (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (“A-TCAA”), a joint powers agency (“Business Associate”) will provide certain services to Amador County Behavioral Health Department (the “Covered Entity”) that may involve the access and use of certain information pertaining to individuals, which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations adopted pursuant to the Act.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Except as otherwise provided in this BAA, the Business Associate may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations if done by the Covered Entity. The Business Associate may use and disclose the minimum necessary PHI for

its proper management, administrative, and legal responsibilities as follows:

A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

(1) The disclosure is required by law; or

(2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and

(3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI received from or on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement.

5. Unauthorized Use or Disclosure of PHI. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware. In such report, the Business Associate shall:

A. Identify the nature of the unauthorized use or disclosure;

B. Identify the PHI used or disclosed;

C. Identify who made the unauthorized use or received the unauthorized disclosure;

D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;

E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and

F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information.

7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.

8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.

9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of investigating or auditing the Covered Entity's compliance with the privacy requirements, in the time and manner designated by the Covered Entity or the Secretary.

11. Return or Destruction of PHI. Upon termination of the Agreement for any reason, the Business Associate shall:

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.

13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.

14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Health Services
Department, Behavioral Health Division
("Covered Entity")

AMADOR-TUOLUMNE COMMUNITY
ACTION AGENCY (A-TCAA), a Joint
Powers Agency ("Business Associate")

By: _____
James Foley
Director of Health & Human Services

By: Shelly Hance
SHELLY HANCE, Executive Director

Date: _____

Date: 6/6/13



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health Services **Date of Request:** 11/28/12

Contact Name: Christa Thompson **Phone:** 209-223-6814

Estimated Total Cost: \$ 20,999 **Proposed Vendor:** ATCAA

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

_____ **Sole Source:** Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

_____ **Sole Brand:** Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply.

- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: ATCAA (Amador Tuolumne Community Action Agency) is the only organization in the county with a network of Latino providers who are able to provide peer support to other Latinos.

3. Was an evaluation of other equipment, products, or services performed? Yes No
 If yes, please provide all supporting documentation.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

CERTIFICATION:

I am aware of Amador County polices and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by: Christo Thompson

DEPARTMENT APPROVAL: [Signature] 12/5/12
 Dept. Head (or Auth. Rep.)/Date

PROCUREMENT APPROVAL: [Signature] 12/26/12
 Procurement Officer / Date

Discussed w/CHRISTA - MENTAL HEALTH SERVICES ACT DESIGNATES LOCAL PROVIDERS TO BE USED - EXCEPTION OK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB Int'l Insurance Serv. Inc. 40 East Alamar Avenue Santa Barbara, CA 93105	CONTACT NAME: Bianca Rodriguez	
	PHONE (A/C, No, Ext): 805-879-9542 FAX (A/C, No): 805-617-1762	
	E-MAIL ADDRESS: Bianca.Rodriguez@hubinternational.com	
INSURED Amador Tuolumne Community Action Agency & Amador Tuolumne Community Resources 935 So. State Highway 49 Jackson, CA 95642	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insuranc	18058
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK1023846	05/21/2013	05/21/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1023846	05/21/2013	05/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB421616	05/21/2013	05/21/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Fidelity		PHPK1023846	05/21/2013	05/21/2014	\$400,000 Ded. \$5,000
A	D & O Liability EPL Included		PHSD845934	05/21/2013	05/21/2014	\$,000,000 Ded. \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Amador County, its officers, employees, and volunteers are named as Additional Insureds under the General Liability and Auto Liability Policies as described in forms attached: CG 20 26 07 04 and CA2048.
Programs: Community Mentoring Program; Baby Welcome Wagon; Project Family Resource Services; Child Abuse Services; English as a Second Language Classes for CAL/Works/Tanf & Needy Families.

CERTIFICATE HOLDER Amador County Office of Risk Management; Attn: Jackie Friday 810 Court Street Jackson, CA 95642	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Amador County Office of Risk Management; Attn: Jackie Friday 810 Court Street Jackson, CA 95642
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05/20/2013	Countersigned By:  (Authorized Representative)
Named Insured: AMADOR TIGOLUMNE COMMUNITY ACTION AG	

SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/25/2013	

To: Board of Supervisors
 Date: 06/17/2013

Agmt

From: James Foley, Director of HHS Phone Ext. 412
 (Department Head - please type)

Department Head Signature Steve Pauly for Jim Foley

Agenda Title: Mental Health America of Northern California and Amador County Behavioral Health Agreement for Fiscal year 2013-2014

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the agreement with Mental Health America of Northern California.

This agreement is to provide a Patient's Rights Advocate which will serve as the mandated "Office of Patient's Rights" and service Amador County Behavioral Health clients for the purpose of rights advocacy, rights violations complaint review and legal representation in matters of involuntary detention of clients for treatment purposes.

This agreement changes the Term, Scope of Work and Fee Schedule.

This agreement is budgeted through the MHSA.

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman EGD Counsel _____
 Auditor CH GSA Director HOJ
 CAO _____ Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Please return two original Agreements to Angie Grau in Behavioral Health. Risk (electronic)

FOR CLERK USE ONLY

Meeting Date June 25, 2013 Time 9 a.m. Item # 4G

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____
 Completed by _____
 A new ATF is required from _____ Department For meeting of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
 ATTEST: _____
 Clerk or Deputy Board Clerk

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation.

RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing a Patient's Rights Advocate and shall also serve as the mandated "Office of Patient's Rights" servicing the Amador County Behavioral Health clients for purposes of rights advocacy similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide a Patient's Rights Advocate to residents of Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

- 6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all

- 11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
- 11.2 Contractor shall furnish a certificate of insurance and endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.
- 11.3 Certificates of insurance must include the following provisions:
- 11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and
- 11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.
- 11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- 11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.
- 11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide

be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

18. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Mental Health America of Northern California
1908 O Street
Sacramento, CA 95811

To County: Amador County Behavioral Health Department
10877 Conductor Boulevard
Sutter Creek, CA 94685

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

Federal I.D. No.: 94-1476949

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____
Deputy

involving the State Patients' Rights Office and/or State Facilities Licensing. The Patient's Rights Advocate will provide an annual report indicating the number of certification hearings conducted, number of client requests, number of investigations, written results of investigations, and recommendations for addressing concerns.

- Program Evaluation: Services will be evaluated on a quarterly basis by reviewing the benchmarks and trends of previously mentioned objectives. Quarterly program reports and monthly financial reports will be provided to BHD in the format they prescribe. Data collected will be used to evaluate and adjust program service delivery and to track program progress and outcomes.

Target Population

The target population for this program are those in Amador County who are have a serious mental illness, serious emotional disturbance, or may be experiencing early signs of mental illness, including:

- Youth (Age 13-17)
- Transition Age Youth (Age 18-24)
- Adults (Age 25-59)
- Older Adults (60+)
- Latinos
- Veterans
- Homeless
- LGBTQ

Program Objectives

1. Serve as the designated Patient's Rights Advocate for Amador County as stated above.
2. Investigate, represent, and provide advocacy services to clients requesting a certification hearing 100% of the time as determined by court scheduled hearings.
3. Investigate, resolve, and/or identify violations, make recommendations as appropriate and document client complaints 100% of the time as determined by Amador County or the State of California.
4. Participate in Patient's Rights advocacy and training at each Acute, Sub-Acute and residential setting a minimum of two times each year.
5. Visit each Amador County board and care facility one time annually, maintain an accurate report of findings, and prepare an annual report for Amador County each year.
6. Make referrals to Amador County Behavioral Health Services each month as appropriate.
7. Participate in local meetings, forums, and events to foster collaboration and community outreach.

ATTACHMENT C - ALCOHOL POLICY

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE
AND DRUG & ALCOHOL TESTING
POLICY ACKNOWLEDGEMENT FORM
FOR CONTRACTORS**

The undersigned, authorized signatory Mental Health America of Northern California, a California nonprofit corporation for (the "Contractor"), certifies as follows:

1. Contractor has obtained and read a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "C" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 94-1476949

Printed Name: Susan Gallagher Date 6-7-13

Title: Executive Director

Signature: 

Entity. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows:

- A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.
- B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:
 - (1) The disclosure is required by law; or
 - (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI received from or on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement.

5. Unauthorized Use or Disclosure of PHI. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware. In such report, the Business Associate shall:

- A. Identify the nature of the unauthorized use or disclosure;
- B. Identify the PHI used or disclosed;
- C. Identify who made the unauthorized use or received the unauthorized disclosure;

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.

13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.

14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Behavioral Health
Department ("Covered Entity")

Mental Health America of
Northern California, a California
nonprofit corporation ("Business
Associate")

By: _____
James Foley
Director of Health & Human Services

By: 

SUSAN GALLAGHER
Executive Director



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health Services **Date of Request:** 11/28/12

Contact Name: Christa Thompson **Phone:** 209-223-6814

Estimated Total Cost: \$ 118,215 **Proposed Vendor:** Mental Health America

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

_____ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

_____ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply.

- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: Mental Health America and their local Sierra Wind Wellness Center is the only community organization with expertise in the area of mental health patient's rights, client and family advocacy, and supported client employment.

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

CERTIFICATION:

I am aware of Amador County policies and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by: Christa Thompson

DEPARTMENT APPROVAL: [Signature] 12/19/12
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 12/26/12
Procurement Officer / Date



MENTHEA-02

DIANE50

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

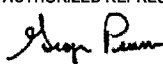
PRODUCER License # 0D35042 Purves and Associates 500 4th Street Davis, CA 95616	CONTACT NAME:	
	PHONE (A/C, No, Ext): (530) 756-5561	FAX (A/C, No): (530) 756-4641
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Insurance Co.		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6199633	6/20/2012	6/20/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			6199633	6/20/2012	6/20/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
A	Errors & Omissions			6199633	6/20/2012	6/20/2013	Per Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Amador, its officials, officials, employees and volunteers are named as additional insureds. Additional insured form to follow when issued by the company. Ten days notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER Amador County of Risk Management 810 Court Street Jackson, CA 95642	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Purves and Associates		License # 0D35042	NAMED INSURED Mental Health America of Northern California 1908 O Street Sacramento, CA 95811
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:

**Professional Liability (Errors and Omissions)
Aggregate limit is \$2,000,000**

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 06/10/2013

Agmt

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>06/25/2013</u>	

From: James Foley, Director of HHS

Phone Ext. 412

(Department Head - please type)

Department Head Signature *Jim Pauley for Jim Foley*

Agenda Title: Amador-Tuolumne Community Action Agency (A-TCAA) YEP 2nd Amendment with Behavioral Health FY 13-14

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the 2nd amendment with ATCAA for the Youth Empowerment Project (YEP). This project will address the need for wellness and recovery oriented programs for Amador County youth deemed at risk for mental illness, including those with co-occurring concerns for substance abuse.

These services are budgeted through the Mental Health Services Act.

This amendment changes the term, scope of work and fee schedule

Recommendation/Requested Action:

Approval of 2nd amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman

Counsel GG

Auditor EJD

GSA Director HOP

CAO [Signature]

Risk Management Risk

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Please return two original Agreements to Angie Grau in BH. Scanned originals to Risk

FOR CLERK USE ONLY

Meeting Date

June 25, 2013

Time

9 a.m.

Item #

44

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

A new ATF is required from

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by

Department

ATTEST: _____

For meeting

Clerk or Deputy Board Clerk

of _____

Save

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY ("A-TCAA"), a joint powers agency (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of May 10, 2011 whereby Contractor agreed to provide wellness programs for children (age 0-17) and Transition age Youth (18-24) years of age upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of June 26, 2012.

B. County and Contractor desire to further modify the Original Agreement as set forth in this Second Amendment. The Original Agreement, as amended by the First Amendment and this Second Amendment shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effective through June 30, 2014.

2. Attachment A to the Original Agreement is hereby deleted, and the document attached as Attachment A to this First Amendment is substituted in its place.

3. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this Second Amendment substituted in its place.

///

///

///

///


4. Except as set forth in this Second Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

COUNTY OF AMADOR

CONTRACTOR:
AMADOR-TUOLUMNE COMMUNITY
ACTION AGENCY (A-TCAA), a Joint Powers
Agency

BY: _____
Richard M. ~~Foster~~ Forster
Chairman, Board of Supervisors

BY: 
SHELLY HANCE, Executive Director

Federal I.D. No.: 94-276-5408

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____
Deputy

ATTACHMENT A

Amador Tuolumne Community Action Agency (ATCAA) Youth Empowerment Program / Project SUCCESS FY 2013-14

Program Description

The Youth Empowerment Project (YEP) assesses and addresses the significant need for wellness programs for youth from 12 to 18 years of age in Amador County. The intent of this program is to build and foster youth-focused community partnerships, provide prevention and early intervention services and mental health education to Amador County youth, and facilitate groups and activities. YEP staff will implement this program at selected Amador County schools using Project SUCCESS model and the Youth Mental Health First Aid curriculum as frameworks.

Project SUCCESS is a research-based program that builds on the findings of other successful prevention programs by using interventions that are effective in reducing risk factors and enhancing protective factors. Project SUCCESS counselors use the following intervention strategies: information dissemination, normative and prevention education, problem identification and referral, community based process and environmental approaches. In addition, resistance and social competency skills, such as communication, decision making, stress and anger management, problem solving, and resisting peer pressure are taught. The counselors primarily work with adolescents individually and in small groups; conduct large group prevention/education discussions and programs, train and consult on prevention issues with school staff; follow-up with students and families needing mental health services and/or substance abuse treatment in the community.

Project SUCCESS Program Components:

- Prevention Education Series – Topics include being an adolescent, family pressures and problems, and skills for healthy coping. Alcohol, tobacco, and other drug prevention are provided through funding from another source. Mental Health First Aid components will complement this series. Each training will be conducted by the Project SUCCESS Counselor.
- Individual and Group Counseling – Project SUCCESS Counselors conduct time limited individual sessions and/or group counseling at school to students following participation in the Prevention Education Series and an individual assessment. There are a variety of different counseling groups for students to participate in dependent on the needs of those identified.
- Referral and Coordination of Services - Students who require treatment, more intensive counseling, or other services are referred to appropriate agencies or practitioners in the community by their Project SUCCESS counselors. Additional assistance is provided as needed

Youth Mental Health First Aid is an education program which introduces participants to the unique risk factors and warning signs of mental health problems in adolescents, helps to build understanding of the importance of early intervention, and teaches individuals how to help a youth in crisis or experiencing a mental health or substance use challenge. Mental Health First Aid uses role-playing and simulations to demonstrate how to assess a mental health crisis; select interventions and provide initial help; and connect young people to professional, peer, social, and self-help care.

Participants learn the risk factors and warning signs of a variety of mental health challenges common among adolescents, including anxiety, depression, psychosis, eating disorders, AD/HD, disruptive behavior disorders, and substance use disorder. Participants learn a core five-step action plan to support an adolescent developing signs and symptoms of mental illness or in an emotional crisis by assessing for risk of suicide or harm, listening nonjudgmentally, giving reassurance and information, encouraging the youth to seek appropriate professional help and encouraging self-help and other support strategies.

Target Population

The target population for this program are those in Amador County who are at risk of or may be experiencing early signs of mental illness, specifically:

- Children (Age 0-17)
- Transition Age Youth (Age 18-24)
- Foster Youth
- Latinos

Program Objectives

1. Serve at least 350 youth age 12-18 at three (3) schools throughout Amador County.
2. Provide at least three (3) complete Youth Mental Health First Aid courses to YEP participants.
3. Through the Project SUCCESS and Youth Mental Health First Aid education series, improve youth participant knowledge regarding wellness, mental health resources and prevention strategies.
4. Make at least 3 referrals to Amador County Behavioral Health Services each quarter if appropriate.
5. Provide and post information to reduce stigma and increase awareness regarding mental health.
6. Improve overall emotional wellbeing for group and individual participants in Amador County.
7. Track and measure services provided to participants using class lists and a non-demographic pre and post survey for Mental Health First Aid training, as well as overall program surveys (to be filled out by contractor) provided by Amador County Behavioral Health Services.
8. Participate in local meetings, forums, and events to foster collaboration and community outreach.

ATTACHMENT B – Budget

**Amador Tuolumne Community Action Agency (ATCAA)
Youth Empowerment Program / Project SUCCESS
FY 2013-14**

Program Budget

Personnel Expenses

Program Coordinator (.4 FTE)	\$15,891
Taxes & Benefits	\$6,930
Total Personnel Expenses	\$22,821

Facility & Operating Expense

Rent & Utilities	\$2,500
Staff Mileage	\$1,500
Printing & Duplicating	\$748
Program Supplies	\$2,448
Training and Conferences	\$1,600
Total Facility & Operating Exp.	\$8,796

Total Direct Expenses	\$31,617
Indirect Costs @ 10%	\$3,383

Total Expenses \$35,000

This contract shall not exceed Thirty Five Thousand Dollars (\$35,000) for Fiscal Year 2013-2014.

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/25/2013	

To: **Board of Supervisors**
 Date: 06/10/2013

Agmt

From: James Foley, Director of HHS
 (Department Head - please type)

Phone Ext. 412

Department Head Signature *By Patrick for Jim Foley*

Agenda Title: Amador-Tuolumne Community Action Agency (A-TCAA) Community Center Outreach 1st Amendment with Behavioral Health FY 13-14

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the 1st amendment with ATCAA for the Community Center Outreach & Engagement Program. This program provides mental health outreach services to isolated rural communities of Lone, Camanche and Pine Grove.

These services are budgeted through the Mental Health Services Act.

This amendment changes the term, scope of work and fee schedule

Recommendation/Requested Action:

Approval of 1st Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel GG

Auditor *EJD*

GSA Director *hop*

CAO _____

Risk Management *Jms*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Please return two original Agreements to Angie Grau in BH. Scanned originals to Risk

FOR CLERK USE ONLY

Meeting Date June 25, 2013 Time 9 a.m. Item # 41

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____ Completed by _____	A new ATF is required from _____ Department _____ For meeting _____ of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
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FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY ("A-TCAA"), a joint powers agency (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of August 28, 2012, whereby Contractor agreed to provide community outreach and prevention education services upon the terms and conditions set forth in the Original Agreement.

B. County and Contractor desire to modify the Original Agreement as set forth in this First Amendment. The Original Agreement, as amended by this First Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4, entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT

This Agreement shall continue in effect through June 30, 2014.

2. Attachment A to the Original Agreement is hereby deleted, and the document attached as Attachment A to this First Amendment is substituted in its place:

3. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place.

4. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

COUNTY OF AMADOR

AMADOR-TUOLUMNE COMMUNITY
ACTION AGENCY (A-TCAA), a Joint Powers
Agency ("Business Associate")

BY: _____
Richard M. Forster
Chairman, Board of Supervisors

By Shelly Hance
Shelly Hance, Executive Director

Federal I.D. No.94-2765408

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____
Deputy

ATTACHMENT A – SCOPE OF WORK

FY 2013-2014

Amador Tuolumne Community Action Agency (ATCAA) Community Center Outreach & Engagement

Program Description

The Amador-Tuolumne Community Action Agency (ATCAA) is a public tax-exempt organization that provides an umbrella of services including: safety net programs, health and human services, and literacy and community development. Under this program, ATCAA will provide outreach and prevention services via their three community centers in Amador County: Ione, Camanche, and Pine Grove. ATCAA staff will provide outreach/prevention education, and early intervention to isolated rural area consumers by teaching coping mechanisms, providing alternatives to negative or harmful behaviors, and increasing social and emotional support systems. Additionally, services will build wellness and resiliency in individuals who are at risk of or may be experiencing early signs of mental illness.

As a community partner, ATCAA will augment the core clinical services of the County by providing outreach, prevention education, engagement, support, liaison and linkage between the community and ACBHS. ATCAA Family Advocates will work in partnership with County staff to coordinate services that are inclusive and accessible and build a seamless system of support for individuals and their families across varying cultural backgrounds and life stages.

Outreach/Prevention Education

To strengthen relationships and improve access for the underserved, ATCAA will reach out to the isolated rural communities of Ione, Camanche, and Pine Grove, including youth, older adults, and Latinos. ATCAA will provide these groups information about mental health and existing services in the community. ATCAA will also provide prevention education regarding coping mechanisms, alternatives to negative or harmful behaviors, and increasing social and emotional support systems. The information may be provided in printed materials, presentations or events, groups settings or individually. The Community Educator will travel between the Upcountry Community Center, Ione Family Learning Center, and Camanche Lake Community Center to provide specific information about mental health wellness and concerns. The goal is to generate trust, and build and maintain a positive rapport with citizens living in the outlying areas who often do not have access to Behavioral Health Services. For those individuals perceived as having a severe mental health illness, a direct referral and linkage to BHD will be facilitated.

Case Management Support Services

The Family Advocate will provide prevention and early intervention case management services. Staff will utilize a consumer-centered approach to ensure appropriate access

to and usage of all available resources to support personal growth, mental health stability, wellness and resiliency. The Family Advocate will work with the consumer to identify mental and physical health issues and service needs. The Family Advocate will ensure each consumer has all the information necessary to link with the appropriate service agencies including ACBHS. The Family Advocate will assist the consumer in the beginning steps to an individualized care plan that is unique to that person's situation. Family Advocate services will address barriers to accessing services such as language, geographic isolation, and stigma.

Target Population

The target population for this program includes isolated Amador County residents who are at risk of or may be experiencing early signs of mental illness, including:

- Children (Age 0-17)
- Transition Age Youth (Age 18-24)
- Adults (Age 25-59)
- Older Adults (60+)
- Latinos/Spanish Speaking
- Veterans
- Homeless

Program Objectives

1. Serve at least 350 individuals of any age in 3 Community Centers throughout Amador, annually.
2. Provide at least 9 community presentations related to mental health, each quarter of the year.
3. Provide individual assistance / resource support to at least 50 individuals each quarter of the year.
4. Make at least 15 referrals to Amador County Behavioral Health Services each quarter as appropriate.
5. Provide and post information to reduce stigma and increase awareness regarding mental health.
6. Improve overall emotional wellbeing for group and individual participants in Amador County.
7. Track and measure services provided to participants each month using sign-in sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
8. Participate in local meetings, forums, and events to foster collaboration and community outreach.

ATTACHMENT B- Fee Schedule

Program Budget

Rent & Utilities	\$14,560
Salaries & Benefits	\$70,956
Staff Mileage	\$5,007
Program & Office Supplies	\$3,000
Program Outreach	\$1,000
Child Care Supplies	\$328
A-TCAA Indirect Costs	\$10,149
Total Budget	\$105,000

Budget Narrative

Rent and utilities: includes cleaning costs per center per month (3 Centers) @ \$35/hr x 8 hours per week	\$14,560
2 Family Advocates (1 @ 20 hrs/wk, 1 @ 23 hrs/wk) @ \$27/hr salaries & benefits	\$60,372
Family Advocate local mileage to dept. meetings	\$2,320
Total Family Advocate	\$62,692
Community Educator @ 6 hrs/wk @ \$27/hr salaries & benefits	\$8,424
Community Educator local mileage to mental health education class sites and program meetings	\$2,687
Program & Office Supplies - all meeting costs including snacks and coffee, handouts, guest speakers, 2 projectors, paper, ink, copies, etc.	\$3,000
Outreach - newspaper ads, fliers, etc.	\$1000
Total Class Expenses	\$15,111
Child care @ 6 hrs/month @ \$15/hr for 2 staff members	\$2,160
Child care supplies for 3 centers	\$328
Total Child Care	\$2,488
Total Direct Costs	\$94,851

A-TCAA Indirect Costs @ 10.7%	\$10,149
Total Budget	\$105,000

This contract shall not exceed One Hundred Five Thousand Dollars (\$105,000) during Fiscal Year 2013-2014.



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health Services **Date of Request:** 11/28/12

Contact Name: Christa Thompson **Phone:** 209-223-6814

Estimated Total Cost: \$ 55,000 **Proposed Vendor:** ATCAA

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

_____ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

_____ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply.

- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.
 - a. The requested product is an integral repair part or accessory compatible with existing equipment.
 - b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
 - d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
 - e. The requested product is used or demonstration equipment available at a lower-than-new cost.
 - f. Repair/Maintenance service is available only from manufacturer or designated service representative.
 - g. Upgrade to or enhancement of existing software is available only from manufacturer.
 - h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
 - i. Other factors (provide detailed explanation in #2 below).
2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: ATCAA (Amador Tuolumne Community Action Agency) is the only organization that offers community centers throughout the county, which are the ideal settings to provide outreach, support, and referrals regarding prevention and early intervention to a variety of community members.
3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.
4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

CERTIFICATION:

I am aware of Amador County polices and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by: Christa Thompson

DEPARTMENT
APPROVAL: _____

Dept. Head (or Auth. Rep.) / Date

PROCUREMENT
APPROVAL: _____

Procurement Officer / Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 'ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER HUB Int'l Insurance Serv. Inc. 40 East Alamar Avenue Santa Barbara, CA 93105	CONTACT NAME: Bianca Rodriguez PHONE (A/C, No, Ext): 805-879-9542 FAX (A/C, No): 805-617-1762 E-MAIL ADDRESS: Bianca.Rodriguez@hubinternational.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Philadelphia Indemnity Insuranc</td> <td>18058</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Philadelphia Indemnity Insuranc	18058	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Amador Tuolumne Community Action Agency & Amador Tuolumne Community Resources 935 So. State Highway 49 Jackson, CA 95642																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		PHPK1023846	05/21/2013	05/21/2014	EACH OCCURRENCE \$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$3,000,000	
							PRODUCTS - COM/OP AGG \$3,000,000
							\$
A	AUTOMOBILE LIABILITY		PHPK1023846	05/21/2013	05/21/2014	COMBINED SINGLE LIMIT* (Ea accident) \$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
							\$
A	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	PHUB421616	05/21/2013	05/21/2014	EACH OCCURRENCE \$2,000,000	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$2,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$10,000					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$
A	Fidelity		PHPK1023846	05/21/2013	05/21/2014	\$400,000 Ded. \$5,000	
A	D & O Liability		PHSD845934	05/21/2013	05/21/2014	\$,000,000 Ded. \$5,000	
	EPL Included						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Amador County, its officers, employees, and volunteers are named as Additional Insureds under the General Liability and Auto Liability Policies as described in forms attached: CG 20 26 07 04 and CA2048.
 Programs: Community Mentoring Program; Baby Welcome Wagon; Project Family Resource Services; Child Abuse Services; English as a Second Language Classes for CAL/Works/Tanf & Needy Families.

CERTIFICATE HOLDER Amador County Office of Risk Management; Attn: Jackie Friday 810 Court Street Jackson, CA 95642	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Amador County Office of Risk Management; Attn: Jackie Friday 810 Court Street Jackson, CA 95642
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies Insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05/20/2013	Countersigned By:  (Authorized Representative)
Named Insured: AMADOR TIGLUMNE COMMUNITY ACTION AG	

SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/25/2013	

To: **Board of Supervisors**

Date: 06/10/2013

Agmt.

From: James Foley, Director of HHS

Phone Ext. 412

(Department Head - please type)

Department Head Signature *Jim Foley for Jim Foley*

Agenda Title: Amador-Tuolumne Community Action Agency (A-TCAA) Building Blocks 2nd Amendment with Behavioral Health FY 13-14

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the 2nd amendment with ATCAA for the Building Blocks of Resiliency Program. This program offers two components: the Parent Child Interaction Therapy and the Aggression Replacement Training, both programs help improve family functioning and creating stronger positive relationships.

These services are budgeted through the Mental Health Services Act.

This amendment changes the term, scope of work and fee schedule

Recommendation/Requested Action:

Approval of 2nd amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel CG

Auditor ED

GSA Director Top

CAO AK

Risk Management Yms

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Please return two original Agreements to Angie Grau in BH. Scanned originals to Risk

FOR CLERK USE ONLY

Meeting Date June 25, 2013 Time 9 a.m. Item # 4J

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____
Completed by _____	Department _____
	For meeting _____
	of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____
Clerk or Deputy Board Clerk

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (A-TCAA), a Joint Powers Agency (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of July 1, 2010, whereby Contractor agreed to provide a treatment program that provides Parent-Child Interaction Therapy (PCIT) and Aggression Replacement Training (ART) to help create stronger and healthier children, youth, and families with positive relationships upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of August 14, 2012.

B. County and Contractor desire to further modify the Original Agreement as set forth in this Second Amendment. The Original Agreement, as amended by the First Amendment and this Second Amendment shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4, entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effective through June 30, 2014.

2. Attachment A to the Original Agreement is hereby deleted, and the document attached as Attachment A to this Second Amendment substituted in its place.

3. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this Second Amendment substituted in its place.

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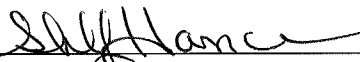
4. Except as set forth in this Second Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

COUNTY OF AMADOR

CONTRACTOR:
AMADOR-TUOLUMNE COMMUNITY
ACTION AGENCY (A-TCAA), a Joint Powers
Agency

BY: _____
Richard M. ~~Foster~~ Forster
Chairman, Board of Supervisors

BY:  _____
SHELLY HANCE, Executive Director
Federal I.D. No.: 94-276-5408

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____
Deputy

ATTACHMENT A – SCOPE OF WORK
FISCAL YEAR 2013-2014
Amador Tuolumne Community Action Agency (ATCAA)
Building Blocks of Resiliency Program

Program Description

The Building Blocks of Resiliency program offers two components: Parent-Child Interaction Therapy (PCIT) and Aggression Replacement Training (ART) to help create stronger and healthier children, youth, and families with positive relationships. PCIT is designed to improve family functioning, resiliency, and cohesion as parents receive one-on-one coaching in “real time” to acquire skills and tools to improve the quality of the parent-child relationship. Through ART, youth develop a skill set for responding to challenging situations with social learning and cognitive behavioral strategies.

Parent Child Interaction Therapy (PCIT)

PCIT is an intensive treatment program that is designed to help both parents and children. The PCIT program works with parents and children together to improve the quality of the parent-child relationship and to teach parents the skills necessary to manage their child’s severe behavior problems.

The PCIT program consists of two parts: a *Relationship Enhancement* component and a *Discipline* component. Within the *Relationship Enhancement* component, parents are taught and “coached” how to decrease the negative aspects and increase positive and supportive communication with their child. In the *Discipline* component, parents are taught and “coached” the elements of effective child-management skills. In both, parents are taught specific skills, given the opportunity to practice these skills during therapy, and continue practicing skills until mastery is achieved and the child’s behavior is improved.

PCIT is appropriate for children who:

- Are between the ages of 2 and 7
- Exhibit many of the following behavioral concerns:
 - Difficulty in school, preschool, and/or daycare
 - Aggression toward parents, siblings, and/or other children
 - Sassing back to their parents
 - Refusing to follow directions
 - Frequent temper tantrums
 - Swearing and/or defiance
- Are currently living with their parent (or will soon be reunited)
- May be on medication to manage their behavior problems
- Are currently in foster care (can be conducted with biological parent, foster, or adoptive parents).

PCIT takes approximately 20 weeks to achieve mastery of the PCIT skills. PCIT protocol consists of pre, mid, and post treatment assessments which measure the child’s improvement of challenging behaviors and the parents stress level regarding their difficult child. The goals are to shift the clients from the clinically significant scores to the more normal range. All sessions are recorded. ATCAA staff and

collaborative partners will identify and refer children and families in need of the PCIT program.

Aggression Replacement Training (ART)

ART is a multimodal intervention designed to alter the behavior of chronically aggressive youth. It consists of *skills streaming*, designed to teach a broad curriculum of pro-social behavior, *anger control training*, a method for empowering youth to modify their own anger responsiveness, and *moral reasoning training*, to help motivate youth to employ the skills learned via the other components. The authors present a series of efficacy evaluations which combine to suggest that ART is an impactful intervention. With considerable reliability, it appears to promote skills acquisition and performance, improve anger control, decrease the frequency of acting out behaviors, and increase the frequency of constructive, pro-social behaviors. In general, its potency appears to be sufficiently adequate that continued implementation and evaluation with chronically aggressive youth is clearly warranted.

ATCAA is collaborating with the Amador County Unified School District and will implement ART onsite at local schools with students referred by classroom teachers. Breakout groups, based on need, will be comprised of 6 to 8 students and will meet weekly for one hour. Each of these ART groups will meet for 8 to 10 weeks. Two clinicians will facilitate each group. Each week, the students will participate in one hour of each component, including *skills streaming*, *anger control*, and *moral reasoning*. Each cohort will be specifically designed for that group of students based on the pre-treatment assessments which are completed by the students, teachers, and parents. There are multiple assessments utilized with the ART model to ensure program fidelity. Additional ART groups may be offered in the evening 3 times per week for one hour for a 10 week series.

ATCAA staff will continue to work closely with school staff and administrators in order to continue building a positive relationship with the schools, including having ART promoted among the students as an “opportunity” and not as a “punishment” to reduce stigma. Focusing on the group in a positive way will likely help students feel more comfortable participating in sessions and improve overall attendance as well as outcomes. The projected outcome is that 75 youth will experience increased resiliency and improved behaviors and social skills as well as acquire the skills of social skill streaming, anger control, and moral reasoning. This component is also being used in conjunction with ATCAA’s Project SUCCESS program, also funded through the Mental Health Services Act.

Target Population

The target population for this program are those in Amador County who are at risk of or may be experiencing early signs of mental illness, including:

- Children (Age 0-17)
- Transition Age Youth (Age 18-24)
- Adults (Age 25-59) / Families
- Latino Community
- Foster Youth

Program Objectives

1. Serve at least 20 family members through PCIT and 75 youth through ART in Amador County.

2. Increase services to foster/adopted youth in Amador County compared to previous fiscal year.
3. Make at least 5 referrals to Amador County Behavioral Health Services each quarter as appropriate.
4. Provide and post information to reduce stigma and increase awareness regarding mental health.
5. Improve overall emotional wellbeing for group and individual participants in Amador County.
6. Track and measure services provided to participants each month using sign-in sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
7. Participate in local meetings, forums, and events to foster collaboration and community outreach.

ATTACHMENT B- FEE SCHEDULE
FISCAL YEAR 2013-2014

	Program Budget
Program Coordinator (.20 FTE)	\$15,808
Eligible Providers, Service Delivery	\$15,809
Indirect Costs (10.7%)	\$3,383
Total Budget	\$35,000

Budget Narrative

- \$15,808 for salary/benefits related to program coordination at 8 hours per week.
- \$15,809 for clinicians to implement therapy models and for general operating costs including supplies, mileage for staff to travel to school sites, insurance, and outreach.
- \$3,383 to cover indirect costs related to contract administration at a rate of 10.7%.

This contract shall not exceed Thirty Five Thousand Dollars (\$35,000)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER HUB Int'l Insurance Serv. Inc. 40 East Alamar Avenue Santa Barbara, CA 93105	CONTACT NAME: Bianca Rodriguez PHONE (A/C, No, Ext): 805-879-9542 FAX (A/C, No): 805-617-1762 E-MAIL ADDRESS: Bianca.Rodriguez@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insuranc INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Amador Tuolumne Community Action Agency & Amador Tuolumne Community Resources 935 So. State Highway 49 Jackson, CA 95642	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1023846	05/21/2013	05/21/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1023846	05/21/2013	05/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB421616	05/21/2013	05/21/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Fidelity			PHPK1023846	05/21/2013	05/21/2014	\$400,000 Ded. \$5,000
A	D & O Liability EPL Included			PHSD845934	05/21/2013	05/21/2014	\$,000,000 Ded. \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Amador County, its officers, employees, and volunteers are named as Additional Insureds under the General Liability and Auto Liability Policies as described in forms attached: CG 20 26 07 04 and CA2048.
 Programs: Community Mentoring Program; Baby Welcome Wagon; Project Family Resource Services; Child Abuse Services; English as a Second Language Classes for CAL/Works/Tanf & Needy Families.

CERTIFICATE HOLDER Amador County Office of Risk Management; Attn: Jackie Friday 810 Court Street Jackson, CA 95642	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Amador County Office of Risk Management; Attn: Jackie Friday 810 Court Street Jackson, CA 95642

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER: PHPK1023846

COMMERCIAL AUTO
CA.20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05/20/2013	Countersigned By:  (Authorized Representative)
Named Insured: AMADOR T. GOLUMNE COMMUNITY ACTION AG	

SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health Services **Date of Request:** 11/28/12

Contact Name: Christa Thompson **Phone:** 209-223-6814

Estimated Total Cost: \$ 44,000 **Proposed Vendor:** ATCAA

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

_____ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

_____ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest. Check those that apply.

- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: ATCAA (Amador Tuolumne Community Action Agency) is the only organization in the county with qualified therapists and the facilities needed to provide Aggression Replacement Therapy (ART) and Parent Child Interaction Therapy (PCIT).

3. Was an evaluation of other equipment, products, or services performed? Yes No
 If yes, please provide all supporting documentation.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

CERTIFICATION:

I am aware of Amador County policies and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by: Christa Thompson

DEPARTMENT APPROVAL: [Signature] 12/5/12
 Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 12/26/12
 Procurement Officer / Date

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/25/2013	

To: Board of Supervisors
 Date: 06/17/2013

Agmt

From: James Foley, Director of HHS
 (Department Head - please type)

Phone Ext. 412

Department Head Signature *Jim Foley for Jim Foley*

Agenda Title: Doctors Medical Center of Modesto and Amador County Behavioral Health Agreement for Fiscal year 2013-2014 & 2014-2015

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the agreement with Doctors Medical Center of Modesto.

This agreement is to provide inpatient psychiatric services for adult Medi-Cal Beneficiaries to Amador County.

This agreement changes the Term and Fee Schedule.

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel CG
 Auditor *[Signature]* GSA Director *[Signature]*
 CAO *[Signature]* Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Please return two original Agreements to Angie Grau in Behavioral Health. Risk (electronic)

FOR CLERK USE ONLY

Meeting Date June 25, 2013 Time 9 a.m. Item # 4R

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department _____ For meeting of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____		

INPATIENT PSYCHIATRIC SERVICES AGREEMENT

This Inpatient Psychiatric Services Agreement (“*Agreement*”) is made and entered into in the City of Modesto, State of California, as of **July 1, 2013** by and between the **Doctors Medical Center of Modesto, Inc.**, a California corporation (“*DMC*”) and **County of Amador**, a political subdivision of the State of California (“*COUNTY*”), for and in consideration of the below recitals, and the mutual promises, covenants, and agreements as are hereinafter set forth.

A. DMC operates an acute inpatient psychiatric facility located at **1501 Clause Rd, Modesto, California 95355**, and referred to herein as the DMC Behavioral Health Center (“*BHC*”).

B. COUNTY is mandated to provide comprehensive inpatient psychiatric services for (i) Medi-Cal adult beneficiaries of County, (ii) adult indigent uninsured residents of County, and (iii) County prison inmates in need of “*Restore to Competency Services*” (as defined in Section 1.5 below) (collectively, the “*County Patients*”).

C. COUNTY and DMC hereby agree that the best and most appropriate means of deriving the most efficient and economical use of the inpatient psychiatric facilities available in the Central California region is for DMC to contract with COUNTY for the care of County Patients at BHC.

D. DMC is willing to serve as a contracting agency with COUNTY for the care of adult County Patients in need of “*Covered Services*” (as defined in Section 1.2 below).

E. COUNTY desires to contract with DMC to provide Covered Services to County Patients in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. SERVICES

1.1 The recitals above are a material part of this Agreement.

1.2 DMC shall provide medically necessary acute inpatient hospital psychiatric services (“*Covered Services*”) to County Patients on a space available basis. As used herein, “*Covered Services*” shall mean acute inpatient hospital psychiatric services for the direct care and treatment of the acute crisis phase of a mental condition as defined in CCR, Title 9, § 1810.247(b).

1.3 DMC shall arrange for a licensed psychiatrist to provide daily professional psychiatric services to County Patients at BHC (“*Professional Services*”). Such Professional Services shall be limited to monitoring the County Patient’s treatment and prescribing necessary medication and ordering necessary clinical services, and shall be separate and distinct from Covered Services.

1.4 DMC shall also arrange for an authorized physician to conduct a history and physical for each County Patient at time of admission (“*History and Physical*”).

- 1.5 When requested in advance by COUNTY and agreed to by DMC, DMC shall also provide Covered Services and arrange for Professional Services as necessary to restore an individual's competency to stand trial pursuant to Penal Code § 1370.01 ("*Restore to Competency Services*").
- 1.6 Clinical services other than Covered Services, Professional Services, and Restore to Competency Services that may be needed and authorized in advance by COUNTY ("*Additional Services*") may be arranged for by mutual agreement between COUNTY and DMC as set forth in section 6.1.
- 1.7 Covered Services shall be provided to County Patients in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant federal regulations.
- 1.8 Covered Services shall be provided under the direction of the BHC medical director and shall meet appropriate community standards.
- 1.9 DMC shall notify COUNTY of the proposed discharge date of all County Patients served under this Agreement. DMC will make reasonable efforts to assist COUNTY with discharge planning, including provision of clinical information necessary to support placement attempts and the referral of County Patients for appropriate aftercare services.

2. NON-DISCRIMINATION

- 2.1 DMC shall not employ any unlawful discriminatory practices in the admission of patients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, mental or physical disability including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment, or cancer-related medical condition, pregnancy related condition, or political affiliation or belief in accordance with the requirements of applicable federal or state law.
- 2.2 DMC shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- 2.3 The parties to this Agreement shall comply with applicable laws, regulations and state policies relating to patient rights.

3. CONFIDENTIALITY

- 3.1 The parties to this Agreement shall comply with California Welfare and Institutions Code § 5328 *et seq.* regarding the confidentiality of patient information.

- 3.2 DMC shall not disclose, except as otherwise specifically permitted by this Agreement, authorized by law or authorized by the County Patient or his/her legal representative, any patient identifying information to anyone other than COUNTY without prior written authorization from COUNTY and in accordance with state and federal laws.
- 3.3 The parties agree that the terms of the rates within this Agreement shall not be disclosed to any third party without the prior written consent of both parties.

4. HIPAA

DMC understands and agrees that this Agreement and certain data which may be exchanged hereunder is subject to the Health Insurance Portability and Accountability Act of 1996 and regulations issued or to be issued thereunder, as amended ("**HIPAA**"). Effective April 14, 2003, and to the extent applicable, DMC agrees to comply with HIPAA, including but not limited to HIPAA standards for (a) privacy, (b) code set, (c) data transmission standards, and (d) security regarding physical storage, maintenance, transmission of and access to individual health information.

5. ELIGIBILITY

- 5.1 Patients admitted to DMC must meet medical necessity and other admission criteria of DMC. A County Patient will not be admitted to DMC unless COUNTY provides information sufficient to demonstrate the medical necessity of Covered Services, and agrees to be financially responsible for such County Patient
- 5.2 COUNTY must contact DMC in advance to verify whether space is available for a County Patient.
- 5.3 COUNTY must obtain prior approval from DMC before transporting a County Patient to DMC.

6. PAYMENT

6.1 COUNTY is financially responsible for all Covered Services, History and Physicals, Professional Services and Restore to Competency Services provided to County Patients admitted to DMC under this Agreement. The rates for such services, except for Professional Services, are as set forth in this Agreement and at the rates set forth on **Exhibit A** attached hereto and incorporated herein by reference. In no event shall the total services to be performed hereunder exceed One Hundred Thousand Dollars (\$100,000) for the annual periods upon execution through the term of this Agreement. This exceeded dollar reimbursement shall not apply to Psychiatric Emergency Admissions. Emergency Psychiatric Admissions beyond \$100,000.00 shall be reimbursed according to Exhibit A. Rates for Transportation and Professional Services are not included in this Agreement and shall be billed by the provider and or the professional providing the services and paid for by COUNTY separately and directly to that provider and

or professional. COUNTY shall pay for Additional Services at rates to be negotiated between the parties.

- 6.2 If a County Patient is a Medi-Cal beneficiary, daily rates for Covered Services will be at the rates set forth on **Exhibit A**. For purposes of this Agreement, County Patients shall not include Medicare beneficiaries who qualify for Medi-Cal program assistance (*i.e.*, “Medi-Medi patients”).
- 6.3 If a County Patient is not a Medi-Cal beneficiary, daily rates for Covered Services will be at the rate set forth on **Exhibit A**. In addition, COUNTY shall reimburse DMC the rates set forth in Exhibit A for all County Patients whose Medi-Cal eligibility cannot be verified by DMC.
- 6.4 Charges for a History and Physical are the same for all County Patients and shall be paid for by COUNTY.
- 6.5 Charges for Restore to Competency Services are the same for all County Patients and shall be paid for by COUNTY.
- 6.6 The compensation set forth in this Section 6 is the total payment due to DMC for all Covered Services, History and Physicals, and Restore to Competency Services provided to County Patients at BHC pursuant to the terms of this Agreement. DMC shall not bill COUNTY for any Covered Services, History and Physicals or Restore to Competency Services provided to County Patients pursuant to this Agreement except as provided for in this Agreement.
- 6.7 COUNTY shall be responsible for transportation and other costs associated with delivering all County Patients to DMC, and transportation and other costs associated with the discharge of all County Patients back to COUNTY.
- 6.8 Termination of Funding: County may terminate this Contract with thirty (30) days notice prior to the anniversary date of this Contract per California State Constitution Article XVI Section 18. In that event, County would be released from the second and subsequent years of this Agreement.

7. BILLING AND PAYMENT PROCEDURES

- 7.1 DMC shall submit a claim to COUNTY no later than thirty (30) days following the date of each County Patient’s discharge from BHC. COUNTY shall make payment to DMC for all Covered Services, History and Physicals, and Restore to Competency Services within thirty (30) days after receipt of a claim.
- 7.2 Payments received by DMC more than forty-five (45) days from COUNTY’S receipt of a claim shall be assessed interest at the rate of the lesser of one percent (1%) per month or the maximum rate permitted by California law.

8. INDEMNIFICATION AND INSURANCE

8.1 Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions.

8.2 DMC shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance, or self insurance, covering all of its operations, including comprehensive general liability, workers' compensation insurance and professional liability insurance. The limit of insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and/or property damage.

9. TERM

Agreement shall commence as of this first (1st) day of July 2013, or the execution of the Agreement by both parties by and between Doctors Medical Center of Modesto, Inc. and The County of Amador. The Agreement shall terminate June 30, 2016. Either party may terminate this Agreement by giving at least thirty (30) days written notice to the other party.

10. RELATIONSHIP OF PARTIES

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other relationship. DMC employees providing services under this Agreement are not employees of COUNTY for any purposes whatsoever.

11. NOTICES

Any notice or communication required or permitted by this Agreement shall be deemed to have been given on the date when such notice or communication is personally delivered, delivered by overnight courier service, delivered by United States Mail, or sent via facsimile with confirmation of delivery, to the following:

If to DMC: **Doctors Medical Center of Modesto, Inc.**
1441 Florida Avenue
Modesto, California 95350
Attention: Chief Executive Officer

If to COUNTY: **Amador County Health Services Department**
Behavioral Health Division
10877 Conductor Blvd., Suite 300
Sutter Creek, CA 95685

12. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement by both Parties and attached to the original Agreement to maintain continuity.

13. REFERENCES TO LAWS AND RULES

In the event any statute, regulation, or policy referred to in this Agreement is amended during the term of this Agreement; the parties shall comply with the amended provision as of the effective date of such amendment.

14. ASSIGNMENT

COUNTY shall not assign its rights or delegate its duties under this Agreement without first obtaining DMC's prior written consent. DMC may assign this Agreement at any time to any successor/operator of BHC, so long as such successor/operator of SBHC agrees to abide by the terms and conditions of this Agreement.

15. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

16. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the City of Modesto, County of Stanislaus, State of California.

17. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter.

18. DISPUTE RESOLUTION

Any dispute between the parties which cannot be resolved informally, shall be resolved by binding arbitration. Such arbitration shall be conducted according to the rules of JAMS.

19. **ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.**

Contractor acknowledges that it has received a copy of the County's policy regarding alcohol free and drug free workplace, and shall execute as acknowledgment of this policy in the form attached as Exhibit B attached and incorporated by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the date first written above.

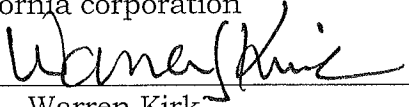
COUNTY OF AMADOR

BY: _____
Richard M. Forster
Chairman, Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

BY: _____
Gregory Gillott

CONTRACTOR:
Doctors Medical Center of Modesto, a
California corporation

BY:  _____
Warren Kirk
Chief Executive Officer

Federal I.D. No.: 75-2918774
ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Deputy

EXHIBIT A

RATES

<u>Reimbursement Effect.</u> <u>Services</u>	7/1/2013	7/1/2014	7/1/2015
Medi-Cal Inpatient Rate, Per Day (Rev code 134,124)	\$1,250	\$1,287	\$1,325
Non Medi-Cal Inpatient Rate, Per Day (Rev code 134,124)	\$1,250	\$1,287	\$1,325
*Detox/Chemical Dependency(<i>secondary diagnosis</i>) (Rev code 949)	\$670	\$670	\$670
**ECT (ICD-9; 94.26, 94.27)	\$650	\$650	\$650
***All Outpatient	\$542	\$542	\$542

Exclusions

- Transportation -
Transportation services are the financial responsibility of the COUNTY.
- Professional Fees -
Professional fees do not apply to this Agreement and shall be billed separately.

Notes.

- The Revenue Code definitions are subject to change to comply with industry mandated updates. Reimbursement associated with updated Revenue Codes will be consistent with the reimbursement defined services for the Revenue Codes being changed. Reimbursement for procedures/services associated with new Revenue Codes will be consistent with the reimbursement defined for like procedures/services.

*Detox/Chemical Dependency admissions will only be accepted, and services billed for as a dual secondary diagnosis to Mental Health/Psychiatric diagnosis. This service will be billed in addition to the daily rate.

**ECT(rev code 901) treatment will be billed in addition to the Inpatient Mental Health (rev code 124,134) rate.

*** All Outpatient services will be reimbursed as indicate, and not limited to PET (Psych Emergency Team, and or Intensive OP services)

This contract is not to exceed One Hundred Thousand and no/cents (\$100,000.00) per each year.

EXHIBIT B – ALCOHOL POLICY

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING
POLICY ACKNOWLEDGMENT FORM FOR CONTRACTORS**

The undersigned, authorized signatory for **Doctors Medical Center of Modesto, Inc.**, a California corporation (the “Contractor”), certifies as follows:

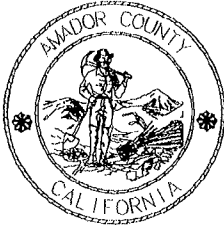
1. Contractor has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 *et seq.*; and drug and alcohol testing as required by the Federal Highway Administration 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor’s officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment “B” is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No.: 75-2918774

Printed Name: Warren Kirk

Signed: Waney Kirk Date: 6/10/13

Title: Chief Executive Officer



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health **Date of Request:** 02/11/2013

Contact Name: Angie Grau **Phone:** 223-6346

Estimated Total Cost: \$ \$100,000.00 **Proposed Vendor:** Doctors Medical Center of Modesto

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

_____ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

_____ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest. Check those that apply.

- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

a. The requested product is an integral repair part or accessory compatible with existing equipment.

b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: This contractor provides professional services for clients of Amador County. Clients admitted to this inpatient psychiatric facility were first admitted to a hospital emergency room in crisis and are deemed a 5150. Currently this contractor has a current agreement signed by the Board of Supervisor for professional services. Multiple hospitals are required to contract with, due to the need of open beds for emergency client admissions.

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.

These services have been evaluated and determined to be unique due to limited availability in providing service to adult clients with serious psychiatric impairments. In addition, multiple similar services are sometimes needed in order to guarantee bed space or clinical and professional support for the County. The specific unique needs and requirements for utilizing Doctors medical Center of Modesto are determined by Behavioral Health professionals.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

CERTIFICATION:

I am aware of Amador County polices and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT
 APPROVAL:

[Signature]
 Dept. Head (or Auth. Rep.) / Date

PROCUREMENT
 APPROVAL:

[Signature] 2/19/13
 Procurement Officer / Date

THE HEALTHCARE INSURANCE CORPORATION

23 Lime Tree Bay Avenue * Governors Square, P.O. Box 1051, Bldg 4, 2nd fl * Grand Cayman KY-1-1102 * Cayman Islands

CERTIFICATE OF INSURANCE

CLAIMS-MADE POLICY

#2012-05 013G

DATE ISSUED: June 1, 2012

ISSUED TO: Doctors Medical Center of Modesto
ADDRESS: 1441 Florida Avenue
Modesto, CA95350

RE: All employees of Insured are provided coverage under this policy, including residents, interns, nurse practitioners, nurse midwives, athletic trainers, physician assistants, profusionists, therapists, social workers, CRNA's podiatrists, paramedics and employed physicians while acting within the scope of their duties as such. Also covered are authorized Volunteers and facility Medical Directors while acting within the scope of their duties as such.

THIS IS TO CERTIFY that insurance has been effected with THE HEALTHCARE INSURANCE CORPORATION (the "Company"), under Policy Number 2012-05 as follows:

INSURED: Doctors Medical Center of Modesto
ADDRESS 1441 Florida Avenue
Modesto, CA95350

COVERAGE: Comprehensive General Liability, Medical Professional Liability, Contractual Liability, Personal Injury Liability, Druggist's Liability, Managed Care Organizations' Errors and Omissions Liability, Employment Practices Liability, and Miscellaneous Professional Liability WRITTEN ON A CLAIMS-MADE BASIS.

AMOUNT OF INSURANCE: Not less than \$5,000,000 per claim (Professional Liability).
Not less than \$5,000,000 per claim (General Liability).

SELF-INSURED RETENTION: \$5,000,000

POLICY TERM: June 1, 2012 at 12:01 A.M. to June 1, 2013 at 12:01 A.M. LOCAL TIME at the address of the Insured.

THIS CERTIFICATE is not transferable and may be cancelled by giving thirty days written notice to the party to which this Certificate is issued prior to the effective date of the cancellation of the insurance described herein.

THIS CERTIFICATE is for information only; it is not a contract of insurance, but attests that a policy as numbered herein, and as it stands at the date of this Certificate, has been issued by the Company. Said policy is subject to change by endorsement and cancellation in accordance with its terms.

EFFECTIVE DATE OF THIS CERTIFICATE: June 1, 2012.

CERTIFICATES EXPIRES: June 1, 2013, unless cancelled sooner.

cc: Captive Insurance Services, Inc.
1445 Ross Avenue, Ste. 1400
Dallas, TX 75202



Signed by _____