

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/17/2013

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
(Department Head - please type)

Phone Ext. 412

Department Head Signature *Jim Foley 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 Consumer Advocate/Liaison which functions as a liaison between mental health clients and their families and the Amador County Behavioral Health Department.

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) None Staffing Impacts None

| | |
|---|---|
| <p>None</p> <p>Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Committee Review? N/A <input type="checkbox"/></p> <p>Name _____</p> <p>Committee Recommendation: _____</p> | <p>Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Ordinance Attached Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Comments: _____</p> |
|---|---|

Request Reviewed by:

Chairman _____ Counsel GG

Auditor *edd* GSA Director *hop*

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 | Time | Item # |
| <u>June 25, 2013</u> | <u>9 a.m.</u> | <u>44</u> |
| Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___ | | |
| Ayes: _____ | Resolution _____ | Ordinance _____ |
| 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. ATTEST: _____ Clerk or Deputy Board Clerk |
| Completed by _____ | Department _____ For meeting of _____ | |

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 Consumer Advocate/Liaison which functions as a liaison between mental health clients and their families and the Amador County Behavioral Health Services Department 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 Consumer Advocate/Liaison 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.

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of 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 fee schedule 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 monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

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 \$1,000,000 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 D** 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: 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.

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.

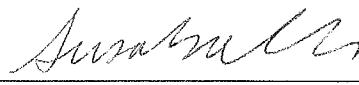
Signatures on following page

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

COUNTY OF AMADOR

MENTAL HEALTH AMERICA OF
NORTHERN CALIFORNIA, a California
nonprofit corporation

BY: _____
Richard M. Forster,
Board of Supervisors

BY:  _____
SUSAN GALLAGHER, Executive
Director

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

ATTACHMENT A – SCOPE OF WORK
Mental Health America (MHA)
Consumer Advocate / Primary Care Liaison
FY 2013-2014

Program Description

Mental Health America is the leading advocacy organization addressing the full spectrum of mental and substance use conditions and their effects nationwide, and works to inform, advocate and enable access to quality behavioral health services for all Americans. With nearly a century of experience, MHA has an established record of effective national and grassroots actions that promote mental health, and address mental and substance use issues with compassionate and concrete solutions. MHA's actions inform, support and enable mental wellness, and emphasize recovery from mental illness.

The Consumer Advocate/Liaison represents the interests and concerns of public mental health clients and their families receiving public mental health services in Amador County. Under the direct supervision of the Program Manager of Sierra Wind Wellness and Recovery Center, the Consumer Advocate/Liaison functions as a liaison between public mental health clients and their families and the Amador County Behavioral Health Services (ACBHS) Department. The Consumer Advocate also acts as a liaison to key resources in the community, including the Sierra Wind Wellness and Recovery Center, and will provide linkages and support for needed resources such as primary care providers.

The Consumer Advocate/Liaison will:

- Represent the needs and concerns of a targeted population and serve as their identified liaison related to advocacy needs both within ACBHS and the community (i.e. primary care providers or Sierra Wind) through contact with all new ACBHS clients.
- Coordinate and collaborate with public, private, and nonprofit entities to meet client needs—including but not limited to local primary care providers.
- Provide client/family leadership on coalitions, committees, and workgroups.
- Advocate for system transformation, fostering client driven and recovery services in Amador County.
- Conduct focus groups with target populations.
- Assess the advocacy, mental health treatment, and other needs of a target group.
- Research and evaluate appropriate resources and develop recommendations to meet identified needs.
- Research and develop recommendations for best practices related to wellness, recovery and client/family driven systems of care.
- Build and expand upon the capacity of current client family members receiving services and work towards elevating their role in system planning and development.
- Provide outreach and education to clients and family members and foster their involvement in program planning and policy recommendations in the mental health system.
- Maintain knowledge of best practices in self-help support, recovery driven services and evidenced based practices related to peer support and advocacy.

- Maintain knowledge of current laws, legislation issues impacting mental health clients.
- Maintain familiarity with local governing body, advisory boards, etc.
- Maintain knowledge of Mental Health Services Act and its core elements, and various components.
- Maintain knowledge of Wellness, Recovery, Action Plan and its tools and approaches towards peer support and recovery.

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:

- Children/Youth (Age 0-18)
- Transition Age Youth (Age 18-24)
- Adults (Age 25-59)
- Older Adults (60+)
- Latino Community
- Veterans
- Homeless
- LGBTQ
- Primary Care Providers

Program Objectives

1. Provide individual assistance / resource support to at least 350 targeted individuals each year.
2. Outreach to at least 3 community providers (i.e. primary care providers) each quarter.
3. Attend at least 1 Mental Health/Mental Health Services Act-related training each quarter.
4. Make at least 5 referrals to Community Resources (i.e. Sierra Wind) each month 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 engaged at the Center.
7. Track and measure services provided to participants each month using tracking 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

**Mental Health America (MHA)
FY 2013-2014**

Program Budget

| | | |
|---------------------------------------|---------------------------------|------------------|
| 1. PERSONNEL EXPENDITURES | | |
| a. Job Title/Funding source | | |
| Consumer Adv/ PC Liaison | | \$ 43,000 |
| b. Taxes and Employees Benefits (22%) | | \$ 9,460 |
| | Personnel Sub Total | \$ 52,460 |
| 2. OPERATING EXPENDITURES | | |
| a. Training and Education | | \$ 2,000 |
| b. Travel and Transportation | | \$ 1,560 |
| c. Incidental program expenses | | \$ - |
| d. Volunteer Stipends | | \$ - |
| d. Telecommunications | | \$ 502 |
| e. Rent, Utilities and Equipment | | \$ - |
| | Operating Sub Total | \$ 4,062 |
| | Total Indirect Costs | \$ 8,478 |
| 3. INDIRECT COSTS (15%) | | \$ 8,478 |
| AMOUNT NOT TO EXCEED | | \$ 65,000 |

ATTACHMENT C - ALCOHOL POLICY

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

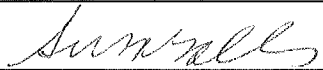
The undersigned, authorized signatory Mental Health America of Northern California, a California nonprofit corporation for (the "Contractor"), certifies as follows:

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: 

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 Mental Health America of Northern California, a California nonprofit corporation (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby Mental Health America of Northern California, a California nonprofit corporation (“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.

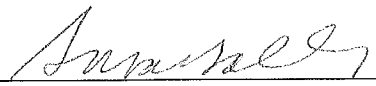
14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

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 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

Date: _____

Date: 6-7-13



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: \$ 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: _____

Paul A. [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).

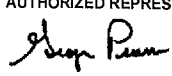
| | | |
|--|---|--|
| PRODUCER License # 0D35042 Purves and Associates 500 4th Street Davis, CA 95616 | CONTACT NAME: PHONE (A/C, No, Ext): (530) 756-5561 FAX (A/C, No): (530) 756-4641 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED Mental Health America of Northern California 1908 O Street Sacramento, CA 95811 | 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 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input checked="" type="checkbox"/> POLICY | <input type="checkbox"/> PRO-JECT | <input type="checkbox"/> LOC | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | 6199633 | 6/20/2012 | 6/20/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS | | <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | <input checked="" type="checkbox"/> | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | 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 | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| 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: 06/17/2013

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 Sherry Paik 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 wellness center (Sierra Wind Wellness and Recovery Center) which provides mental health services including: Peer group classes, housing information, employment assistance, childcare assistance, outreach services, and computer skills to residents of Amador County.

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

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GC

Auditor EGD

GSA Director Hop

CAO GA

Risk Management Gra

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 # 4M

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
For meeting
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

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 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 operating a "Wellness Center" 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 "Wellness Center" 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.

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of 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 fee schedule 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 monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
 - 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

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 D** 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: 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.

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.

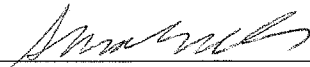
Signatures on following page

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

COUNTY OF AMADOR

MENTAL HEALTH AMERICA OF
NORTHERN CALIFORNIA, a California
nonprofit corporation

BY: _____
Richard M. Forster,
Board of Supervisors

BY:  _____
SUSAN GALLAGHER,
Executive Director

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

ATTACHMENT A – SCOPE OF WORK

SCOPE OF WORK

FY 2013-14

Mental Health America (MHA) Sierra Wind Wellness & Recovery Center

Program Description

Mental Health America is the leading advocacy organization addressing the full spectrum of mental and substance use conditions and their effects nationwide, and works to inform, advocate and enable access to quality behavioral health services for all Americans. With nearly a century of experience, MHA has an established record of effective national and grassroots actions that promote mental health, and address mental and substance use issues with compassionate and concrete solutions. MHA's actions inform, support and enable mental wellness, and emphasize recovery from mental illness.

For this program, MHA will provide a facility and basic services in the development, implementation, and operation of the Sierra Wind Wellness and Recovery Center ("Wellness Center") funded under the Community Support Services (CSS) component of the Mental Health Services Act (MHSA). Consumer staff hired by MHA to work at the Wellness Center will be supervised by MHA. MHA will also maintain one full time Wellness Center Program Director and the equivalent of 1.5 FTE peer service workers. In addition to the program service components, a part-time clerical position shall be maintained to provide general support that will include, but is not necessarily limited to, record keeping, assistance in scheduling classes, transportation, meeting space, etc., answering phones, welcoming guests to the Wellness Center, and assisting in processing requests for payments.

Program Services

- Peer group classes: MHA/the Wellness Center will develop and present groups and classes that provide consumers with information and strategies for coping with symptoms of mental illness, medication side effects, basic health care, reduction of stigma, family relationships and problem solving, budgeting, money management, smart shopping, bank accounts, community support services, strategies for positive interaction with the Social Security Administration and medical providers, strategies for obtaining improved services from local providers;
- Peer advocacy: MHA/the Wellness Center will support consumers in developing their Wellness and Recovery Action Plan (WRAP) and self-assessment and identification of needs, education regarding systems of care, support and advocacy related to obtaining needed services, act as coaches to consumers following recovery plans;
- Housing information: MHA/the Wellness Center will provide education and information about available housing support programs, referrals to community

resources, information about housing opportunities for consumers, education and information about tenant rights and responsibilities;

- Warm line: MHA/the Wellness Center will provide consumer support to consumers, family members and care givers over the phone, during business hours, through the availability of a “warm line.”
- Phone center: A phone will be available at the center for the use of consumers in resolving daily personal business in the local calling area.
- Employment information and assistance: MHA/the Wellness Center will provide education about existing community resources, referrals to existing employment programs, direct assistance in obtaining basic supplies related to work and educational endeavors;
- Childcare assistance: MHA/the Wellness Center will provide information about existing community resources related to child care, providing referrals to qualified providers, education about child care and parenting issues, participate in processing child care assistance benefits;
- Transportation services: MHA/the Wellness Center will educate consumers about transportation options, provide direct assistance through bus passes, and provide limited transportation services for consumers as available;
- Outreach services: MHA/the Wellness Center will provide general outreach to those with serious mental illness and/or emotional disturbance and those who may be at risk of mental illness throughout Amador County and will provide information about available services and programs through a variety of media;
- Computer skills coaching: assisting consumers in learning and using basic computer skills and providing access to internet sites.
- Advocacy and meetings: Mental Health America staff and volunteers will participate in meetings and committees related Behavioral Health Services and will advocate for consumers in their efforts. MHA/ The Wellness Center staff and volunteers will also participate in the development and implementation of projects for Suicide Prevention, Sigma Reduction, and Innovation.
- 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/Spanish Speaking
- Veterans
- Homeless
- LGBTQ

Program Objectives

1. Serve at least 400 individuals with serious mental illness each year at the Sierra Wind Wellness & Recovery Center through groups, individual peer support, meals, and other assistance.
2. Provide individual assistance / resource support to at least 30 individuals each month of the year.
3. Provide at least 12 different mental health groups weekly, with an attendance of at least 5 per group.
4. Provide hot meals to Amador County program participants on a daily basis (Monday through Friday).
5. Provide a means for participants to improve the program from within (including the creation of a formal and protected grievance process for the Sierra Wind Wellness & Recovery Center).
6. Make necessary referrals to Amador County Behavioral Health and other resources as appropriate.
7. Provide and post information to reduce stigma and increase awareness regarding mental health.
8. Improve overall emotional wellbeing for group and individual participants engaged at the Center.
9. 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.
10. Participate in local meetings, forums, and events to foster collaboration and community outreach.

ATTACHMENT B – FEE SCHEDULE

Program Budget

1. PERSONNEL EXPENDITURES

| | | |
|---------------------------------------|--|-----------|
| a. Job Title/Funding source | | |
| Program Coordinator | | \$ 48,000 |
| Peer Support Specialist | | \$ 64,000 |
| Receptionist/Administrative Support | | \$ 5,000 |
| b. Taxes and Employees Benefits (22%) | | \$ 27,940 |

| | |
|----------------------------|-------------------|
| Personnel Sub Total | \$ 154,940 |
|----------------------------|-------------------|

2. OPERATING EXPENDITURES

| | | |
|----------------------------------|--|-----------|
| a. Training and Education | | \$ 6,189 |
| b. Travel and Transportation | | \$ 6,000 |
| c. Incidental program expenses | | \$ 8,001 |
| d. Volunteer Stipends | | \$ 4,000 |
| d. Telecommunications | | \$ 4,000 |
| e. Rent, Utilities and Equipment | | \$ 40,000 |

| | |
|----------------------------|------------------|
| Operating Sub Total | \$ 68,190 |
|----------------------------|------------------|

3. ALLOCATED COSTS

| | | |
|-----------------------------|--|-----------|
| a. Executive Director @ .10 | | \$ 11,000 |
| b. Accountant @.10 | | \$ 5,000 |

| | |
|------------------------------|------------------|
| Total Allocated Costs | \$ 16,000 |
|------------------------------|------------------|

| | |
|-----------------|-------------------|
| SUBTOTAL | \$ 239,130 |
|-----------------|-------------------|

4. INDIRECT COSTS (15%)

| | |
|-----------------------------|------------------|
| Total Indirect Costs | \$ 35,870 |
|-----------------------------|------------------|

| | |
|-----------------------------|-------------------|
| AMOUNT NOT TO EXCEED | \$ 275,000 |
|-----------------------------|-------------------|

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: 

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 Mental Health America of Northern California, a California nonprofit corporation (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby Mental Health America of Northern California, a California nonprofit corporation (“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 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

Date: _____

Date: 6-7-13



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 # | |
| INSURED Mental Health America of Northern California 1908 O Street Sacramento, CA 95811 | 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 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> POLICY | <input type="checkbox"/> PRO-JECT | <input type="checkbox"/> LOC | | | | GENERAL AGGREGATE | \$ 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 ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) | \$ | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> | SCHEDULED AUTOS NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| | UMBRELLA LIAB | | OCCUR | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB | | CLAIMS-MADE | | | | AGGREGATE | \$ | |
| | DED | | RETENTION \$ | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS | OTHER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | Y/N | N/A | | | E.L. EACH ACCIDENT | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | 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

© 1988-2010 ACORD CORPORATION. All rights reserved.



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



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: \$ 250,000

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 is the only organization with the qualifications and appropriate facility to provide a drop-in wellness center (Sierra Wind) for those with serious mental illness.
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
 Christa Thompson

DEPARTMENT APPROVAL:

John A. Foley 12/5/12

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

PROCUREMENT APPROVAL:

[Signature] 12/26/12

Procurement Officer / Date