

AGENDA TRANSMITTAL FORM

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

To: Board of Supervisors

Date: 06/17/2013 *Agmt*

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

Phone Ext. 412

Department Head Signature *Jim Pauly for Jim Foley*

Agenda Title: First 5 Amador 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 for First 5 Amador.

This agreement with First 5 is to provide outreach and engagement services to children aged 0-5 and their families/caretakers in 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 _____

Auditor *EDH*

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 June 25, 2013

Time 9 a.m.

Item # 4N

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

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") First 5 Amador, a California county children and families commission formed pursuant to state law (the "Contractor").

RECITALS

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

B. Contractor is in the business of providing outreach and engagement services to children zero to five years of age and their families/caretakers in Amador County 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 outreach and engagement services to children zero to five years of age and their families/caretakers in Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County

officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall be effective as of July 1, 2013 and shall expire on June 30, 2014, unless extended by written agreement of the parties. 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: First 5 Amador
975 Broadway
Jackson, CA 95642

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

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

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

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

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

Signatures on following page

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

COUNTY OF AMADOR

CONTRACTOR:
First 5 Amador, a non-profit organization

BY: _____
Ted Novelli Vice-Chair
Board of Supervisors

BY:  _____
Nina Machado,
Executive Director

Federal I.D. No.: 94-6000595

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

First 5 Amador FY 2013-14

Program Description

First 5 Amador's mission is to promote, support, and enhance the optimal development of Amador County's children from zero to five years of age. Through this program, First 5 Amador will provide high quality mental health consultation, treatment, and socialization classes, as well as education to child care providers, teachers, families and children in order to reduce the number of youth who are removed from child care setting and to improve family functioning.

Contract staff will provide outreach/education and brief engagement services to consumers and their families. As a community partner, First 5 Amador will augment the core clinical services of the County by providing outreach, engagement, support, liaison and linkage between the community and Amador County Behavioral Health Services (ACBHS). First 5 Amador's Behavioral Specialists and Program Coordinator will work in partnership with the County staff to provide and coordinate services with the treatment team and provide referrals, as necessary.

Outreach/Education

In order to strengthen the relationships and improve access for unserved, underserved, and inappropriately served mental health consumers, First 5 Amador will meet with organizations in Amador County serving children 0 – 5 and their family/caregivers regarding mental health and provide information about the services provided by ACBHS. First 5 Amador will also seek out opportunities to provide community outreach regarding mental health and the services available in the community. The core principles of mental health recovery, wellness, and resiliency will be a focus for all contacts. The information may be provided in printed materials, presentations or events, group settings or individually. The outreach and education will improve access and linkages for children 0-5 their family/caregivers to Behavioral Health Services in Amador County. The goal is to generate trust, and build and maintain a positive rapport with children 0-5, their family/caregivers, and their service providers. For those individuals perceived as having a severe mental illness, a direct referral and linkage to BHD will be facilitated.

Target Population

The target population for the program are those in Amador County who are at risk or may be experiencing early signs of mental illness and/or serious emotional disturbance, including:

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

Program Objectives

1. Serve at least 550 underserved and/or at-risk children, youth, and families through direct services, workshops/presentations, and community events throughout Amador County.
2. Provide behavioral consultation to at least 10 families in Amador County each quarter.
3. Provide at least four (4) workshops/presentations annually and participate in at least two (2) community events where behavioral health and wellness can be emphasized.
4. Make at least 5 referrals to Amador County Behavioral Health Services each quarter as appropriate.
5. Provide and post information to reduce stigma and increase awareness regarding mental health.
6. Improve overall emotional wellbeing for group and individual participants in Amador County.
7. Track and measure services provided to participants each month using sign-in sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
8. Participate in local meetings, forums, and events to foster collaboration and community outreach.

ATTACHMENT B – FEE SCHEDULE

Program Budget

Direct Services (Assessments, Behavioral Consult., Socialization, Parent Support, etc.)	\$14,000
Outreach and Educational Events	\$8,727
Indirect Costs (10%)	\$2,273
Total Budget	\$25,000

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for First 5 Amador (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: 94-6000595

Printed Name: Nina Machado Date 6/12/13

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 First 5 Amador, a California county children and families commission formed pursuant to state law (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby First 5 Amador, a California county children and families commission formed pursuant to state law (the “Contractor”). (“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.

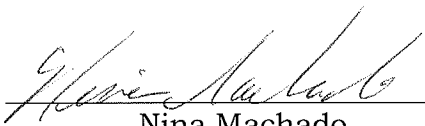
14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

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

First 5 Amador

By: _____
James Foley,
Director of Health & Human Services

By: 
Nina Machado,
Executive Director

Date: _____

Date: 6/12/13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2012

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 Alliant Insurance Services, Inc. 1301 Dove St., Suite 200 Newport Beach, CA 92660 949-756-0271 • Fax 949-756-2713 • License No. 0C36861	CONTACT NAME: _____ PHONE: _____	PHONE: _____ A/C. NO.: _____	
	E-MAIL ADDRESS: _____		
PRODUCER: CUSTOMER ID # _____			
INSURED: SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) MEMBER: FIRST 5 AMADOR 975 BROADWAY JACKSON, CA 95642	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	ASSOCIATED INDUSTRIES INSURANCE CO.	23140
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

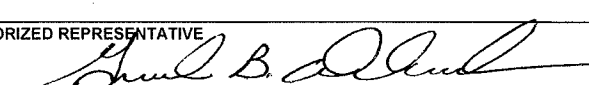
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	X		PAC 1000001 01	09/29/12	09/29/13	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	N/A
	GL DED: \$1,000						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	NA*
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG.	\$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea Accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per Accident)	
	HIRED AUTOS							
	NON-OWNED AUTOS							
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DEDUCTIBLE							
	RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETARY/PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (MANDATORY IN NH) IF YES, DESCRIBE		N/A				E.L. EACH ACCIDENT	
	UNDER DESCRIPTION OF OPERATIONS BELOW						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedules, if more space is required)

AS RESPECTS 2ND AMENDMENT TO SERVICES AGREEMENT FOR OUTREACH AND ENGAGEMENT SERVICES TO CHILDREN 0-5 AND THEIR FAMILIES/CARETAKERS IN AMADOR COUNTY, COUNTY OF AMADOR, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS SHALL BE NAMED AS ADDITIONAL INSURED. ADDITIONAL INSURED ENDORSEMENT ATTACHED. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

*POLICY FORM DOES NOT CONTAIN A GENERAL LIABILITY AGGREGATE

CERTIFICATE HOLDER AMADOR COUNTY OFFICE 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 
--	--



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

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

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

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

Estimated Total Cost: \$ 20,000 **Proposed Vendor:** First 5 Amador

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: First 5 Amador is the only organizational provider in the county with a behavioral specialist who has expertise regarding children aged 0-5.
3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.
4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

CERTIFICATION:

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

This form was completed by: Christa Thompson

DEPARTMENT APPROVAL: [Signature] 12/15/12
 Dept. Head (or Auth. Rep.) / Date

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

DISCUSSED W/CHRISTA 1/2 1st 5 IS A DESIGNATED PROVIDER - EXCEPTION OK!

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: June 12, 2013

Agmt

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

Meeting Date Requested:

06/25/13

From: James Foley, Director

Phone Ext. 625

(Department Head - please type)

Department Head Signature 

Agenda Title: Agreement with The Resource Connection for child care subsidy and referral services

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

This is the First Amendment with The Resource Connection for child care subsidy and resource and referral services for Welfare-to-Work recipients for fiscal year 2013-2014.

Recommendation/Requested Action:
Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts None

Budgeted _____

Is a 4/5ths vote required? Yes No

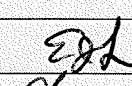

Committee Review? Name _____ N/A


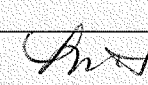
Committee Recommendation: _____

Contract Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Comments:	_____		

Request Reviewed by:

Chairman _____ Counsel GG

Auditor  GSA Director 

CAO  Risk Management 

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

2 copies to Chris @ Social Services. Electronic copy to Risk.

FOR CLERK USE ONLY

Meeting Date June 25, 2013 Time 9 a.m. Item # 40

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department _____	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 _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a California non-profit corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of November 1, 2012 whereby Contractor agreed to provide certain child care subsidy and resource and referral services for CalWORKs recipients, upon the terms and conditions set forth in the Original Agreement.

B. County and Contractor desire to modify the Agreement as set forth in this First Amendment.

NOW, THEREFOR, the parties agree as follows:

1. The first sentence of Section 4 "TERM; TERMINATION OF AGREEMENT" shall be modified to read as follows:

"This Agreement shall commence as of November 1, 2012 and shall terminate on June 30, 2014."

2. Section 5.1 shall be modified to read as follows:

"Compensation to Contractor shall be paid on a time-and-materials basis, with a cost-not-to-exceed limit of \$177,541, in accordance with the fee schedule and list of reimbursable expenses set forth on Attachment B-1 attached to this First Amendment and incorporated by this reference. In no event shall total compensation to Contractor under this Agreement exceed the sum of \$177,541. If the State allocation changes during the term of the Agreement, an amendment will be submitted to approval that changes the amount of compensation under this agreement to an amount not to exceed the total Federal and State allocation."

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

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

COUNTY:
COUNTY OF AMADOR

CONTRACTOR:
THE RESOURCE CONNECTION

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

BY: *Kelli Fragoro*
Name: Kelli FRAGORO
Title: Chief Admin Director
Federal I.D. No.: 94-2705790

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 B-1

Amador County Department of Social Services CalWORKs Stage I Child Care Budget Form Compensation and Reporting Requirements

July 1, 2013 – June 30, 2014
The Resource Connection

EXPENSE CATEGORY	NARRATIVE <small>(where necessary for purposes of clarification)</small>	Percentage	BUDGET TOTALS
I Administrative Services			
Salaries			9,238
Benefits			4,965
Other(List)			
	TOTAL ADMINISTRATIVE COST <small>(not to exceed 8 % of the contract amount)</small>		14,203
II. DIRECT SERVICES/PROGRAM COSTS			
Salaries			17,397
Benefits			5,050
Space/Rent			3,400
Utilities			350
Office Supplies			2,500
Postage			235
Copies			250
Phone			265
Insurance			235
Training/Travel			500
Total Administrative and Direct Service/Program Cost			30,182
III. Direct Child Care Payments			
Stage I Child Care Cost			133,156
Total Administrative, Direct Services/Program Costs & Provider Payments			177,541

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/25/13	

To: **Board of Supervisors**

Date: June 19, 2013 *Agmt*

From: Diane Blanc, Director of Human Resources
(Department Head - please type)

Phone Ext. 473

Department Head Signature *D. Blanc*

Agenda Title: Liebert Cassidy Whitmore -- Agreement for Special Services

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

Special services agreement for participation in the Gold County Employment Relations Consortium. The services include group trainings and telephone consultation regarding Human Resource matters.

Recommendation/Requested Action:

Adoption of the Resolution of Intention

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts none

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor *EDJ* GSA Director *WOP*

CAO _____ Risk Management *MS*

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

Human Resources, County Counsel, Auditor's Office, Risk Electronic

FOR CLERK USE ONLY

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

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

Save

LCW LIEBERT CASSIDY WHITMORE

6033 West Century Boulevard, 5th Floor
Los Angeles, California 90045
T: (310) 981-2000 F: (310) 337-0560

June 5, 2013

Diane Blanc
Human Resources Director
Amador County
810 Court Street
Jackson, CA 95642

Re: Gold Country Employment Relations Consortium

Dear Ms. Blanc:

We are looking forward to another successful year with the Gold Country Employment Relations Consortium. The consortium committee has selected a wide variety of topics for your managers and supervisors. We are pleased to provide the consortium with five days of training, our monthly Client Update, and telephone consultation.

The workshops chosen for the upcoming training are listed on the enclosed planning meeting notes. We will send a detailed schedule of the workshops in the next few weeks.

Enclosed is an Agreement for Special Services. Please execute and return a copy to our office. Contracts are being sent now so that those agencies that wish to pay all, or part, of the enclosed invoice during the current fiscal year may do so.

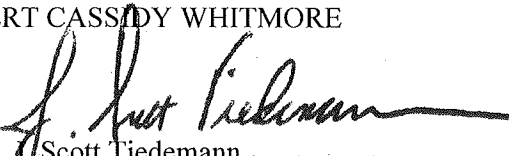
We appreciate your participation in the consortium and hope that you will take advantage of the member benefits including consortium calls, local training and the ability to send employees to other consortium workshops. If you have any questions about the consortium or our other training programs, please contact Cynthia Weldon, Director of Marketing & Training at (310) 981-2055 or cweldon@lcwlegal.com.

We thank you for your membership and we look forward to another successful training year.

Sincerely,

LIEBERT CASSIDY WHITMORE

BY:


Scott Tiedemann
Managing Partner

Enclosures

AGREEMENT WITH LIEBERT CASSIDY WHITMORE
FOR SPECIAL SERVICES

This AGREEMENT is made and entered into the _____ day of _____, 2013, in Jackson, California by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Liebert Cassidy Whitmore (LCW), hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, COUNTY wishes to hire a CONSULTANT to provide expert training and consulting services to assist COUNTY in its relations and negotiations with its employees and employee organizations; and

WHEREAS COUNTY has determined that no less than twenty-four (24) public agencies in the Gold Country area have the same need and have agreed to enter into identical agreements with CONSULTANT; and

WHEREAS CONSULTANT is specially experienced and qualified to perform the special services desired by the County and is willing to perform such services;

NOW, THEREFORE, for and in consideration of the agreement made, and with payments to be made by COUNTY, the parties hereby agree to the following:

1. SCOPE OF SERVICES:

During the year beginning July 1, 2013, CONSULTANT will provide the following services to County (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by County and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of CONSULTANT for County to consult by telephone.
3. A monthly newsletter covering employment relations developments.

2. FURNISHED SERVICES/SUPERVISION:

Services shall be provided by CONSULTANT for COUNTY through the Amador County Administrative Officer or his/her designee for purposes of training and consultation coordination, and payment requests.

3. NON-DISCRIMINATION CLAUSE:

CONSULTANT certifies that they do not employ discriminatory practices in employment of personnel, or in any other respect on the basis of race, color, sex, religion, national origin, ancestry, handicap, physical or mental status. CONSULTANT certifies that beneficiaries will not be discriminated against in any manner.

4. TERM OF AGREEMENT:

This Agreement shall begin on date written above, and shall terminate when scope of work is complete and accepted by COUNTY, unless otherwise terminated.

5. ONLY BOARD MAY AMEND:

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 Agreement price or other term on behalf of COUNTY. CONSULTANT 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 authorized in advance in writing by the Board of Supervisors shall be null and void.

6. TERMINATION:

This Agreement may be terminated by COUNTY party by giving ten (10) days written notice to the CONSULTANT party, which shall be sent by registered mail.

This Agreement can also be terminated if CONSULTANT fails to provide in any manner the services required under this Agreement or otherwise fails to comply with its terms or violated any ordinance, regulation, or other law which applies to its performance herein by COUNTY giving written notice to CONSULTANT.

In the event of termination, which is not the fault of CONSULTANT, CONSULTANT shall be paid for services performed to the date of termination in accordance with the terms of the Agreement.

7. PAYMENT:

CONSULTANT will provide these special services to County for a fee of Three Thousand Four Hundred Seventy Dollars (\$3,470.00), payable in one payment prior to August 1, 2013. The fee, if paid after August 1, 2013 will be \$3,570.00. Said fee will cover CONSULTANT's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

8. INSURANCE:

Standard Insurance Requirements

Commercial General Liability Insurance

Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including 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 and its respective officers, officials, employees, representatives and agents as an additional insured, but only insofar as the operations under this agreement are concerned.

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

Automobile Liability Insurance

Automobile Liability Insurance 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. Coverage must include owned autos, non-owned autos and hired autos.

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

Workers' Compensation and Employers' Liability Insurance 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.

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.

Certificates of insurance and endorsements shall reference project name under this agreement.

Contractor shall furnish a certificate of insurance satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642-9534 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 said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to said 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 must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642 or faxed to (209)223-6426.

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.

9. INDEMNIFICATION:

Consultant 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 AClaims@), that arise out of or are in any way connected with any negligent error, act or omission of Consultant or Consultant=s officers, agents, employees, independent consultants, sub-consultants, or authorized representatives. 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 Consultant by any person or entity. Similarly, County shall indemnify, defend (upon request of Consultant), and hold harmless Consultant from any and all Claims that arise out of or are in any way connected with any negligent error, act or omission of County or County=s officers, agents, employees, or authorized representatives.

10. INDEPENDENT CONTRACTOR:

It is understood and agreed that CONSULTANT is and shall remain an independent contractor under this Agreement.

11. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to CONSULTANT and may not be transferred or assigned without the express prior written consent of COUNTY.

12. LICENSING AND PERMITS:

CONSULTANT shall maintain the appropriate licenses throughout the life of this Agreement.

13. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services contained herein, CONSULTANT, and the agents and employees thereof, shall act in an independent capacity and not as officers, employees, or agents of COUNTY.

14. TERM:

The term of this Agreement is twelve (12) months commencing July 1, 2013. The term may be extended for additional periods of time by the written consent of the parties.

17. CONDITION PRECEDENT:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-four (24) local agency employers entering into a substantially identical Agreement with CONSULTANT on or about July 1, 2013.

18. COMPLIANCE WITH APPLICABLE LAWS:

CONSULTANT and COUNTY agree that both are bound in the accomplishment of this Agreement and shall therefore comply with any and all Federal, State, and Local laws affecting services covered by this Agreement.

Executed at a regularly scheduled meeting of the Amador County Board of Supervisors, Jackson, California, on this _____ day of _____, 2013.

AMADOR COUNTY:

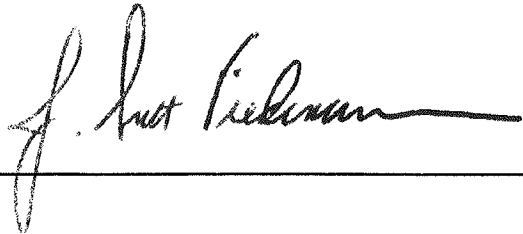
Chairman, Board of Supervisors

APPROVED AS TO FORM
COUNTY COUNSEL

By: _____

LIEBERT CASSIDY WHITMORE:
A Professional Corporation

By:



Federal I. D. Number:

95-3658973

INVOICE

May 30, 2013

*Diane Blanc
Human Resources Director
Amador County
810 Court Street
Jackson, CA 95642*

*(AM050-10000)
INVOICE NUMBER: 165510*

GOLD COUNTRY EMPLOYMENT RELATIONS CONSORTIUM

Membership: 07/01/13 through 06/30/14

TOTAL AMOUNT DUE: \$3,470.00

If paid after August 1, 2013 amount due is \$3,570.00

(Includes \$100.00 late fee)

add

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: June 17, 2013

From: Chuck Iley - CAO (on behalf of James Foley H&HS)
(Department Head - please type)

Phone Ext. 407 (PH)

<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>June 25, 2013</u>	

Department Head Signature _____

Agenda Title: Public Health Officer 2nd Amendment to Original Agreement for Services from July 1, 2013 - June 30, 2014

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

This is a Second Amendment to the original Agreement dated July 1, 2010 with Robert C. Hartmann, M.D., for Public Health Officer services provided to the County of Amador from July 1, 2013 through June 30, 2014. Dr. Hartmann agrees to consult and coordinate with federal and state officials and representatives of local public and private health agencies in the enforcement of health laws, the development of health programs, and the coordination of emergency preparedness efforts.

Recommendation/Requested Action:
Approval to sign agreement.

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts None

Budgeted _____

Is a 4/5ths vote required? Yes No

Contract Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments: _____			

Committee Review? _____ N/A

Name _____
Committee Recommendation: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Please return two original copies to Penny in Public Health.

FOR CLERK USE ONLY

Meeting Date _____ Time _____ Item # 4Q

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.
	Department _____	
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save

SECOND AMENDMENT TO AGREEMENT FOR HEALTH OFFICER SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR HEALTH OFFICER SERVICES (this "Second Amendment") is made as of July 1, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and ROBERT HARTMANN, M.D., an individual ("Physician").

RECITALS

A. County and Physician executed an agreement (the "Original Agreement") dated as of July 1, 2010, whereby Physician agreed to provide certain services and to service as Health Officer for County, upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFOR, the parties agree as follows:

1. Section 3 of the Original Agreement shall be modified to read as follows:

3. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence as of July 1, 2013 and shall terminate on June 30, 2014 unless earlier terminated by one of the parties. This Agreement may be terminated by either party at any time by giving written notice to the other party not less than thirty (30) days before the intended date of termination; provided, however, that Physician shall give County not less than thirty (30) days' written notice of his intention to resign from his position as Health Officer in order to allow County time to find a replacement. County may immediately terminate this Agreement upon written notice to Physician in the event Physician fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement. In the case of such early termination, Physician shall be paid for all services satisfactorily rendered up to the effective date of termination.

2. Section 4 of the Original Agreement shall be modified to read as follows:

4. COMPENSATION TO PHYSICIAN. County shall pay Physician the sum of \$6,600 per month from July 1, 2013 through June 30, 2014. The compensation under this paragraph shall be for all duties as Health Officer, regardless of the time spent performing such tasks. Physician shall be paid monthly.

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

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

COUNTY OF AMADOR

PHYSICIAN

BY: _____

BY: Robert C. Hartmann, M.D.

Richard M. Forster

Robert C. Hartmann, M.D.

Chairman, Board of Supervisors

Federal I.D. No.: 409-80-1176

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

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF AMADOR

BY: _____

BY: _____

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/25/13	

To: **Board of Supervisors**

Date: June 17, 2013

Misc.

From: Jon Hopkins, GSA Director
(Department Head - please type)

Phone Ext. 759

Department Head Signature [Signature]

Agenda Title: Dispense with the formal bid procedures for the purchase of (1) used vehicle from Jeff Holman Auto Center

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
This vehicle is for the Public Conservator, the funds have been approved through our 2012-2013 budget process.

Recommendation: Due to the unique nature of used vehicles, dispense with the formal bid procedures and authorize the Purchasing Agent to issue a P.O. in the amount of \$11,088.57 to Jeff Holman Auto Center, Martell, CA for the purchase of one used 2005 Dodge Caravan SV.

Recommendation/Requested Action:

See Above

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

BUDGETED

Is a 4/5ths vote required? Yes No

Contract Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel CG

Auditor [Signature] GSA Director [Signature]

CAO [Signature] Risk Management [Signature]

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

GSA Jon Hopkins, Audit Joe Lowe

FOR CLERK USE ONLY

Meeting Date June 25, 2013 Time 9am Item # 7A

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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

ATTEST: _____
Clerk or Deputy Board Clerk



AMADOR COUNTY GENERAL SERVICES

12200 Airport Road
Jackson, CA 95642
(209) 223-6375
(209) 223-0749 – Fax

Memo

To: Jon Hopkins, GSA Director

From: Mari Galino, Finance & Admn. Supervisor *MG*

Date: June 17, 2013

Subject: Purchase of (1) 2005 Dodge Caravan

I am recommending that we proceed with the purchase of the above mentioned vehicle for the Public Conservator's department. I have found the pricing to be fair and reasonable based on blue book values and current pricing for this type of vehicle.

The Public Conservator's office has been without a transport vehicle for the past several months as it was determined that their vehicle was not worth fixing. They have been relying on borrowing a vehicle from Social Services but this was offered as a temporary solution until we could locate an affordable replacement vehicle.

I have been searching the past several months for a replacement unit that they can afford. Because this vehicle only has 35,784 miles I recommend that we proceed with the purchase. It has been inspected by our mechanic and been determined to be mechanically sound and clean.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: June 10, 2013

Misc.

From: Jon Hopkins, Dir.
(Department Head - please type)

Phone Ext. X759

Department Head Signature 

<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>06/25/13</u>	

Agenda Title: RFP 13-07 Annual Auditing Services

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
On Thursday, May 16, 2013 at 1:30 PM RFP's for Amador County Annual Auditing Services - RFP No. 13-07, were received, opened and read publicly. The current results of proposals received and further information is given in the attached memorandum.





Recommendation: (1) Award RFP 13-07 to Gallina and; (2) Authorize the GSA Director and County Counsel to develop a final contract based upon agreeable terms and conditions with the Auditor and Gallina and; (3) Approve the Board Chairman to sign said contract for Auditing Services.

Recommendation/Requested Action:
See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate) N/A
Staffing Impacts N/A

<p>Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Committee Review? <u>N/A</u> <input checked="" type="checkbox"/></p> <p>Name _____</p> <p>Committee Recommendation: _____</p>	<p>Contract Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p> <p>Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p> <p>Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p> <p>Comments: <u>Memorandum attached</u></p>
--	--

Request Reviewed by:

Chairman _____	Counsel <u>GO</u>
Auditor <u></u>	GSA Director <u></u>
CAO <u></u>	Risk Management <u></u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins; Final contract to Risk (electronic)

FOR CLERK USE ONLY

Meeting Date June 25, 2013 Time 9 a.m. Item # 7B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

<p>Distributed on _____</p> <p>Completed by _____</p>	<p>A new ATF is required from _____ Department _____ For meeting _____ of _____</p>	<p>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.</p> <p>ATTEST: _____ Clerk or Deputy Board Clerk</p>
---	---	--

Save

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *JHOP*

DATE: June 10, 2013

SUBJECT: RFP 13-07 Annual Auditing Services

On Thursday, May 16, 2013 at 1:30 PM RFP's for Amador County Annual Auditing Services - RFP No. 13-07, were received, opened and read publicly. Three proposals were received and are listed below:

Collins Accounting Company and Larry Bain, CPA, An Accounting Corporation, located in Lincoln, CA. (rejected and returned unopened because submission was not on time);

Gallina LLP, Roseville, CA. Total amount for three (3) years \$176,700.00

Vavrinek, Trine, Day and Co. LLP, Sacramento, CA. Total amount for three (3) years \$233,460.00

Evaluations of the proposals were conducted by the GSA Director, Treasurer/Tax Collector and the Auditor. Of the two (2) proposals received one company provided the best overall proposal for the following reasons:

1. Experience.
2. Quality and Responsiveness.
3. Appropriateness of the Project Approach, Plan and Budget.
4. Expertise and Qualifications of Staff assigned to the Project.
5. Technical Merits
6. References
7. Demonstrated Ability to Perform Quality Work, Control Cost and Meet Time Schedules.
8. Demonstrated Ability to Work/Communicate with Public, Other Agencies and County Staff.

Evaluations resulted in Gallina having the best score and value, therefore interviews were not conducted as only two proposals were received and Gallina is well known to the County because of previous contracts they have held with the County.

A copy of the Sample Contract is attached. Based upon proposal reviews the evaluation team submits the follow recommendation.

Recommendation: (1) Award RFP 13-07 to Gallina and; (2) Authorize the GSA Director and County Counsel to develop a final contract based upon agreeable terms and conditions with the Auditor and Gallina and; (3) Approve the Board Chairman to sign said contract for Auditing Services.

cc: Chuck Iley, County Administration Officer
File

SAMPLE AGREEMENT FOR ANNUAL AUDITING SERVICES

THIS AGREEMENT FOR AUDITING SERVICES (this "Agreement") is entered into as of **May** ____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, whose place of business is at **XXXXXXXXXXXXXXXXXXXX** hereinafter called ("Consultant").

RECITALS

- A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.
- B. Consultant is in the business of providing consulting services similar to those set forth in this Agreement.
- C. County desires to engage Consultant, and Consultant 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 CONSULTANT.

- 1.1 Upon request from County, Consultant will provide all equipment, supplies and personnel to perform professional **Annual Auditing Services for the Auditor's office described in the County's Request for Proposal 13-07** (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Consultant shall comply with all applicable Federal, State and local laws relating to Consultant's performance of this Agreement.
- 1.2 Consultant shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the Work and resolve matters of concern; (b) require Consultant to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Consultant is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

1.4 Consultant shall complete each project as assigned by the **Auditor's Office** in accordance with the Proposal for **Annual Auditing Services (Attachment "A")**.

1.5 Consultant and County acknowledge that portions of the work to be performed hereunder may be subject to payment of prevailing wages in accordance with California law. For all covered work, Consultant must comply with California prevailing wage laws (California Labor Code section 1770 *et seq.*), and must pay and require payment of wages according to prevailing wage rates established by the California Department of Industrial Relations. Consultant is advised to obtain current prevailing documents entitled "Basic Trades or Sub-Trades Rates" as determined by the Director of the Ca California Department of Industrial Relations, available for review at: http://www.dir.ca.gov/DLSR/statistics_research.html, or mail to: Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603, or call (415) 703-4780. (A copy is also available via the Internet at the Public Works Agency offices.) Consultant shall indemnify, defend and hold County harmless from any loss, damage, liability or expense resulting from Consultant's failure to comply with applicable prevailing wage statutes.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all prior year financial statements, budgets, previous audit information and other information of related material in possession of the County and applicable to the Work.

3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisor or the General Services Director 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 Consultant'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 or the General Services Director. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors or the General Services Director 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 or General Services Director shall be null and void.

4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate on **XXXXXX XX, XXXX**. County reserves the right to terminate this Agreement with or without cause on **thirty (30)** days written notice to Consultant. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

This County may immediately terminate this Agreement upon written notice to Consultant in the event Consultant or any of its employees or subcontractors fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONSULTANT. Compensation to Consultant shall be paid on a lump sum basis for each audit year. Compensation for audit years ending on June 30, 2013, June 30, 2014 and June 30, 2015 shall be in the amount of \$XX, XXX.XX for each year for the Audit, Single Audit, Gann Report, Conservator's Office review, and Treasury Oversight Committee Compliance Review. Compensation for each fiscal year respectively will be paid upon completion of that year's audit and submission to County of an invoice for same.

County shall make payment to Consultant within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

6. SUPERVISION OF THE WORK.

- 6.1 As directed by the **Auditors Office**, Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement, (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
- 6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant 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 Consultant 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.
- 6.5 Consultant 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 Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that the Consultant assumes toward County. Consultant agrees to be bound to the Subcontractor by all of the obligations that County assumes to Consultant 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 a project, as a part of any such conference, Consultant shall cooperate fully with the parties involved and shall arrange for qualified representatives of Consultant, 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. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent contractor. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant 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. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant 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 Consultant or its principals to practice its profession and perform the Work. Consultant further represents and warrants to County that any Subcontractor engaged by Consultant 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.
11. INSURANCE.
 - 11.1 Consultant 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 Liability - Commercial Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per Occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability shall be on an Occurrence Form.
 - 11.1.2 Commercial Automobile Liability - Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per person for bodily injury and property damage in the event motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned, and hired vehicles.

- 11.1.3 Professional Liability - In the event Consultant 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 and \$2,000,000 annual aggregate. If Professional Liability insurance is written on a claims made form, 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 Consultant shall furnish a certificate of insurance 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. Consultant 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, Consultant 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 policy endorsements must be received and approved by Risk Management prior to beginning the Work.
- 11.3 Certificates of insurance and policy endorsements 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 (10 days prior written notice for nonpayment of premiums); 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 insured, but only insofar as the operations under this Agreement are concerned.
- 11.4 Consultant'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 and agents shall be in excess of the Consultant's insurance and shall not contribute with it.
- 11.5 Consultant shall require each of its subcontractor 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 Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Consultant shall also be responsible for alleged claim or loss arising out of Consultant's work hereunder, Consultant shall immediately satisfy in full the SIR provisions of the policy in order to trigger policy coverage and defense for the Consultant, additional insureds, and any indemnified party. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and / or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant'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) Consultant shall provide a financial guarantee, satisfactory to the County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. WORKERS' COMPENSATION 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, Consultant is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Consultant is aware of the provisions of the 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. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives or agents.
13. OWNERSHIP OF DOCUMENTS AND RECORDS. Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Consultant shall furnish, on request, all computations, records, correspondence and other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant may retain copies of such original documents for Consultant's files.
14. INDEMNIFICATION. Consultant 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 Consultant or Consultant'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 Consultant by any person or entity. Consultant's indemnity obligations shall not be limited by the amount of insurance provided.
15. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret.

The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by court order.

16. RESPONSIBILITY FOR ERRORS. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary computations, analysis, studies, pertinent data and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
17. NON-DISCRIMINATION. Consultant 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. Consultant 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. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
18. CONFLICT OF INTEREST. Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner of degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant.
19. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Consultant acknowledges that it has 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. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment C**.
20. 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 Consultant:

XXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX

To County: Auditor's Office
810 Court Street
Jackson, CA 94642

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.

21. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

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

COUNTY OF AMADOR

CONSULTANT:
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

BY: _____
Chairman, Board of Supervisors

BY: _____

Name: _____

Title: _____

Federal I.D. No.: _____

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

BY: _____
Gregory Gillott

SAMPLE

ATTACHMENT A – SCOPE OF WORK

SAMPLE

ATTACHMENT B – COMPENSATION

SAMPLE

ATTACHEMENT C

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY
AND DRUG & ALCOHOL TESTING POLICY FOR
FOR CONSULTANTS**

The undersigned, authorized signatory for _____ (the
“Consultant”), certifies as follows:

1. Consultant has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.

2. All of Consultant’s officers, subcontractors, and agents who perform services pursuant to the Agreement to which this **Attachment “C”** is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subcontractors, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Federal I.D. No.: _____

Printed Name: _____

Signed: _____

Date: _____

Title: _____