

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: January 6, 2014

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>01/14/14</u>	

Agmt

Agenda Title: Award RFP No. 13-18 MHA Innovation Project Coordination

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 On Thursday, December 10, 2013, at 1:30 PM Mental Health Services Act Innovation Project Coordination - RFP 13-18, were received, opened and read publicly. Only one proposal was received and it is speculated other potential providers may not have the capacity to add projects due to existing contractual obligations. The one proposal received from Mental Health America of Northern California (MHA) is a national organization with a local presence having a long history of working with those with mental illness and is qualified to assist the Behavioral Health Department. Their cost proposal was also under the targeted budget amount per year and is reasonable. This is a two (2) year agreement.

Recommendation: (1) Award RFP 13-18 to Mental Health America of Northern California (MHA) and; (2) Authorize the Health and Human Services Director to negotiate satisfactory contract terms and conditions in the amount of \$169,907 through June 30, 2015 based upon the sample agreement & MHA's proposal attached and; (3) Authorize the Chairman to execute said contract contingent upon the GSA Director's, Health and Human Services Director and County Counsel's approval.

Recommendation/Requested Action:  
See above recommendation.

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

Is a 4/5ths vote required? Yes  No

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A   
 Comments: Attachments - Sample Agreement & MHA Proposal

Request Reviewed by:

Chairman <u>[Signature]</u>	Counsel <u>GO</u>
Auditor <u>[Signature]</u>	GSA Director <u>Hop</u>
CAO <u>[Signature]</u>	Risk Management <u>[Signature]</u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
GSA-Jon Hopkins, Health & Human Services-James Foley. ; Risk

### FOR CLERK USE ONLY

Meeting Date January 14, 2014 Time 9 a.m. Item # 4D

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

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

Save

**Exhibit A**  
**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and \_\_\_\_\_, a California corporation (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 after hours telephone crisis support services 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 **XXXXX** services to residents of Amador County referred by the **Director of Health Services** (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work.
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 commence on the date of execution by County and shall terminate on **XXXXX**. 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 thirty (30) 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 policy 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 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.

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. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

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. CONFLICT OF INTEREST. Contractor 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 or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
17. 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: <http://www.amadorgov.org/index.aspx?page=900&parent=11402>, 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.
18. 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 Health Services Department  
Behavioral Health Division  
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.

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: **XXXX**

To County: Amador County Health Services Department  
Behavioral Health Division, Suite 300  
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.

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

COUNTY OF AMADOR

CONTRACTOR:  
XXXX, a California corporation

BY: \_\_\_\_\_  
Richard Forster,  
Board of Supervisors

BY: \_\_\_\_\_  
Name, Title of Officer,  
Federal ID No:

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: \_\_\_\_\_

**ATTACHMENT B - FEE SCHEDULE**

DRAFT

**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for XXXXX, a California 501 (c) (3) non-profit corporation (the “Contractor”), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 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: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

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 **XXXXXX**, a California corporation (the “Contractor”).

### RECITALS

A. Amador County has entered into the Agreement whereby **XXXX**, a California corporation (“Business Associate”) will provide certain services to Amador County Health Services Department, Behavioral Health Division (the “Covered Entity”) that may involve the access and use of certain information pertaining to individuals, which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations adopted pursuant to the Act.

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

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

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

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

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

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

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

(1) The disclosure is required by law; or

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

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

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

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

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

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

B. Identify the PHI used or disclosed;

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

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

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

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

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

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

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

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

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

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

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

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



Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

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

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

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

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

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

**XXXX**, a California corporation

By: \_\_\_\_\_  
James Foley  
Director of Health Services

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

COPY



**Proposal for**

**County of Amador**

**RFP No. 13 – 18**

**Mental Health Services Act**

**Innovation Project Coordination**

**Mental Health America of Northern California**

**RFP 13-18 MHSA Innovation Project Coordination for Amador County**

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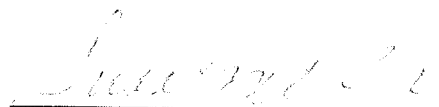
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1. **Transmittal Letter:** The letter shall provide an introduction of the proposer, state the location where the work is to be performed, and be signed by a principal of the firm.

Mental Health America of Northern California (MHANCA) is the oldest advocacy agency in Northern California promoting innovative, culturally relevant mental health services, fostering wellness and recovery for people of all ages through education, advocacy, direct services, and community based research. We are a volunteer action organization providing an array of services, including: recovery training, peer support services, LGBTQ training and consultation, advocacy, outreach, linkage to natural supports, and services for non-English speakers.

MHANCA proposes to provide the services for the Innovation Projects Coordinator (PC) position at Sierra Wind Wellness and Recovery Center, UpCountry Community Center, other potential remote collaborative locations, and Mental Health America of Northern California's main office location. MHANCA recognizes the need for this position to work closely with collaborative partners in Amador County including those in remote, rural areas of the region.

The Projects Coordinator will work in conjunction with Amador County Behavioral Health Services (ACBHS) staff to implement the Innovation Plan by conducting focus groups with community stakeholders, collecting and synthesizing data, creating a train the trainer model for stress reduction management, providing training in facilitation and HIPAA compliance, coordinating collaborative efforts aimed at developing Plymouth Wellness Day, and providing regular evaluation reports to ACBHS. The purpose of the PC position will be to facilitate efforts in Amador County towards reducing toxic stress in children, families and adults by improving access to services for unserved residents of Amador County, and ultimately reducing the stigma and discrimination associated with seeking mental health services and supports.

  
\_\_\_\_\_  
Signature of proposer or Authorized Agent

  
\_\_\_\_\_  
Date

**COVER PAGE**  
**IDENTITY of PROPOSER**

To the Department of Behavioral Health  
County of Amador  
Conductor Boulevard  
Jackson, CA 95642  
(209) 223-6412

**SUBJECT: Mental Health Services Act Innovation Project Coordination**

Name of proposer: Mental Health America of Northern California

Name, Parent Corporation: Mental Health America of Northern California

Address of proposer: 1908 O Street  
Sacramento, CA 95811

Federal tax identification number: 94-1476949

Contact person: Susan Gallagher                      1908 O Street                      916-366-4600  
Executive Director                      Sacramento, CA 95811                      sgallagher@mhanca.org

Name and title of person(s) authorized to sign for agency: Susan Gallagher, Executive Director

#### **4. Executive Summary:**

MHANCA has a proven and distinguished history of working collaboratively with Amador County Behavioral Health Services (ACBHS), and is uniquely poised to provide the Innovation services described in Amador County's RFP. MHANCA/Sierra Wind staff have participated in the grass roots stakeholder process in Amador County and share a deep understanding of the local community needs related to stress reduction for families, underserved communities, isolated adults, and older adults.

#### **Stress Management Techniques**

MHANCA will hire a full-time Projects Coordinator (PC) to serve as a liaison to ACBHS in conducting the roll out, RFP process, implementation, training, and evaluation phases of the Innovation component of the MHSA. MHANCA's PC, in collaboration with ACBHS and community stakeholders, will develop RFPs for trainers and service providers, and will create a "train the trainer" model of self-management stress reduction techniques in Amador County. The PC will draft high quality RFPs consistent with the County's specifications and goals, and will ensure all responsive proposals are evaluated through an objective review panel and selection process. The PC, in collaboration with ACBHS staff, will develop appropriate rating scales, contract language, scopes of work, and budget requirements for each RFP to facilitate the implementation of Amador County's Innovation Plan.

Additionally, the PC will develop a comprehensive data collection and evaluation component for the Innovation Plan and related services. The PC will work collaboratively with ACBHS and its community partners, clients, families, and stakeholder community to ensure program development and evaluation planning measures meet the goals and objectives set forth in the Innovation Plan related to stress reduction and improved access to services. Furthermore, the PC will provide Group Facilitation 101 training and HIPAA training to community partner agencies and will develop data collection/evaluation trainings for providers and participants in the stress reduction self-management project. The PC will create a comprehensive train the trainer or "pay it forward" model and track participant trainer progress.

MHANCA has a proven track record with ACBHS related to data collection/evaluation and detailed periodic reporting. Our current programs in Amador County have a 90% or greater client satisfaction rating on our bi-annual surveys. MHANCA/Sierra Wind has an established HIPAA training and data collection training we conduct regularly with staff and new hires, upon which we will model our trainings for the ACBHS Innovation Project. The PC will submit timely quarterly reports and collaborate with ACBHS staff on the distribution and collection of participant evaluations from participants and provider agencies.

The PC possesses current knowledge of the MHSA Innovation Plan as well as local input in the planning process and evidence-based stress management reduction practices. The PC will incorporate research, data, and available literature into a comprehensive RFP for each project. Stakeholders in Amador County have expressed their desire for ACBHS to devote its Innovation resources to stress reduction, self-management techniques for adults and isolated children and families.

The desired outcomes of the Innovation Plan are to improve individuals' and families' self-management of toxic stress in their daily lives, reduction of emotional distress, and the prevention of serious mental illness, substance abuse, and other challenging mental and physical health conditions. Through our PC's design of an evidence-based stress management model, individuals will enjoy greater access to appropriate health and mental health services, increased knowledge of system supports, tools, and strategies to manage stress, and more culturally-competent services related to stress reduction

### **Plymouth Wellness Day/Isolated Children and Families**

MHANCA's PC will work with ACBHS and community partner agencies to improve access to services by coordinating a variety of services one day per week to coincide with the new transportation route from River Pines to Plymouth. These new outreach activities will increase access to mental health services for underserved communities and improve the collaboration and integration of primary care and mental health care services in isolated areas.

Residents of these areas have limited access to healthcare services, transportation, and shopping, which may restrict their ability to meet daily needs. MHANCA/Sierra Wind has worked extensively with providers in UpCountry and Plymouth to improve access to services for isolated, underserved communities in Amador through outreach, education, advocacy, and peer support services to this clientele. The PC will further these efforts by collaborating with community partners to arrange linkage to integrated behavioral and primary health care services for residents in rural areas along the new transportation route. The PC will coordinate the overall efforts of service providers and ensure ongoing provider staff availability to serve the needs of isolated communities. The PC will work closely with community partners and ACBHS to ensure ongoing, active engagement with services and supports in remote areas, including self-help support groups, benefits acquisition, housing, and integrated health care needs.

The PC will maintain a calendar of monthly events for the network of providers and will promote program events and activities to wide array of community agencies, individuals, and media outlets. Additionally, the PC will establish a comprehensive data collection method to identify, refer and track those at risk for services through ACBHS by utilizing screening and survey tools. The PC will track the demographics of participants and establish services and supports that meet the needs of underserved participants. Ongoing surveys from provider agencies will be collected and the data synthesized for reporting to ACBHS and the stakeholder community. Furthermore, the PC will complete quarterly reporting in a timely fashion and will provide annual evaluation reporting.

Through the efforts of the PC and the collaborative community partner agencies, individuals from the isolated rural communities will increase participation in community-based services and supports, groups, education classes, and training opportunities. Individuals and families will realize increased access to services in their local communities, and will achieve greater participation in community-based health screenings, and community-based referrals.

5. **Demonstration of Project Understanding:** A detailed discussion of the project showing the proposer’s understanding of the project requirements and constraints.

In implementing the innovation component, ACBHS is developing programs and services focused on assisting individuals and families with managing stress and reducing stigma associated with accessing mental health services. This project requires Project Coordination and oversight of the services created under the Innovation component and the agencies that provide these services. This coordination includes developing requests for proposals, training providers in facilitation techniques, training providers on HIPAA requirements, developing a train-the-trainer module for stress reduction techniques, and implementing data collection and evaluation methods.

The focus of the Innovation component is to learn from a new, emerging best practice or evidence based intervention and measure its effectiveness to improve services and and/or collaboration in the community setting. The Innovation program targets adults, children and families who may be experiencing stress and/or at risk for developing mental illness. The project will utilize a train-the-trainer or “pay it forward” model to facilitate the provision of evidence based stress reduction management trainings by provider agencies in Amador.

The target population for these innovative practices will be adults and families that may be at risk of developing serious mental health disorders due to toxic stress and exposure to trauma. MHANCA will also target underserved communities including LGBTQ, Latino and Native American populations. MHANCA/Sierra Wind currently serves these populations and intends to build capacity in these underserved communities to assist individuals and families find healthy ways to manage and cope with stress.

Additionally, the Innovation PC will be responsible for improving access to services one day per week along a new transportation route from the isolated River Pines area to Plymouth. The goal of this component is to increase integrated health services and supports to residents of these communities on that day. The Innovation project also focuses on the coordinated integration of care by building a network of supportive services to be delivered to individuals in remote areas. The program will utilize evaluation methods for tracking data and service utilization for quality improvement and sustainability. The focus of the new transportation project and the outreach activities will be to increase access to mental health services for underserved communities and to improve the collaboration and integration of primary care and mental health care services in the future to maximize service capacity for these isolated communities.



6. **Work Plan:** Detailed description of the approach and methodology to be used to meet the objectives of the project. Include geographic locations where the services are to be provided, quality control measures, numbers of meetings to be held, scheduled milestones, total participants projected, types of groups or individuals to be contacted reflecting the different stakeholders for the work, specific needs as required, etc.

**Goal:** What is the overarching mission and long term impact of the project: be brief: Increase access to services for isolated, stressed individuals and families through training, education, support related to self management stress reduction techniques. Additionally, increase integrated service delivery to rural communities through bus route, transportation and remote service delivery.

Objective(s)	Activities & Timelines	Expected Outcomes	Evaluation	Person(s) Responsible & Resources Dedicated
Identify/ benchmark evidence based SR models	Conduct literature review within 30 days	Comprehensive knowledge of EBP and best practices for SR	Completed Literature Review	DZ/SG/SR Staff time, space, equipment
Determine funding amounts and number of RFP's to develop	Work with ACBHS to determine funding thresholds within 30 days	Boilerplate language, format, scope of RFP completion	Well written RFP that can be easily adapted into contract language	DZ/ACBHS staff time, space, equipment, ACBHS staff time
Meet with ACBHS to develop guidelines, protocols related to RFP processes	Ongoing weekly meetings with ACBHS staff	Release of RFP	RFP and Bidder's Conference	DZ/SR/ACBHS Staff time, space, equipment
Meet with community providers, stakeholders, clients/families/cultural brokers	Committee workgroups, surveys 30-90 days, ongoing 15-30 stakeholders	Authentic voice of community	Valued community input in stress reduction program development	DZ/SR/ACBHS Staff time, space, transportation, equipment
RFPs submitted	Incorporate community/ stakeholder input, county requirements 60-90 days	Competent selection process, f/u feedback	# of qualified applicants competent to provide stress reduction tools	DZ/SR/ACBHS Staff time, space, equipment, ACBHS staff time

Mental Health America of Northern California  
 Request For Proposal 13 – 18: Mental Health Services Act Innovation Project Coordination

<b>Objective(s)</b>	<b>Activities &amp; Timelines</b>	<b>Expected Outcomes</b>	<b>Evaluation</b>	<b>Person(s) Responsible &amp; Resources Dedicated</b>
Trained providers in facilitation techniques	Train 10-15 providers in EBP stress reduction methods, data collection, HIPAA within 90-120 days	Provider Surveys, participant surveys	Fully trained providers in SR techniques, data collection, HIPAA	DZ/SR/ACBHS Staff time, equipment, training manuals/modules
Plymouth Wellness Day – 1 day per week	Identify health and mental health care partners, support agencies, community resources within 30 days	Train the Trainer model, established evaluation methodology	Increase access to services, improved client satisfaction	DZ/SR/ACBHS Staff time, office location, equipment
Develop a community workgroup for Plymouth Wellness Day	Ongoing weekly meetings/conference calls, tasks assignments, scheduling of services 30 days to 6 months	Coordinated delivery of services each week	Improved outcomes, increased access, improved client satisfaction	DZ/SR/ACBHS Staff time/office location, transportation, equipment
Weekly Calendar Distributed widely	Meet monthly with County staff, stakeholders, providers for first six months, quarterly thereafter	Integrated health and behavioral health care services for underserved, isolated communities and Improved knowledge of available community resources, supports, services	Increased access to services for underserved, isolated communities	DZ/SR/SG Staff time/office location/equipment support of ACBHS and provider/stakeholder community

Mental Health America of Northern California  
 Request For Proposal 13 – 18: Mental Health Services Act Innovation Project Coordination

Objective(s)	Activities & Timelines	Expected Outcomes	Evaluation	Person(s) Responsible & Resources Dedicated
Create data collection tools, evaluation methodology	Train provider agencies in data collection methods and protocols 60-90 days	Effective outcomes measurements, client satisfaction reflected in Quarterly reporting	Improved integration of services, improved wellness	DZ/SR/ACBHS/ Provider agencies Staff time, transportation resources, commitment to coordination
Collect, synthesize and report data	Write data reports, manage/report info quarterly	High quality synthesize data reports	Improved access, integration, penetration rates	DZ/SR/ACBHS/ Staff time Stakeholder commitment to evaluation review

7. **Staffing:** List of personnel who will be directly assigned to the project, together with a discussion of responsibilities for this project and resumes. Include an organizational chart of personnel involved in the project. Also identify the extent of County personnel involvement deemed necessary, including number of hours required and expertise required of the County.

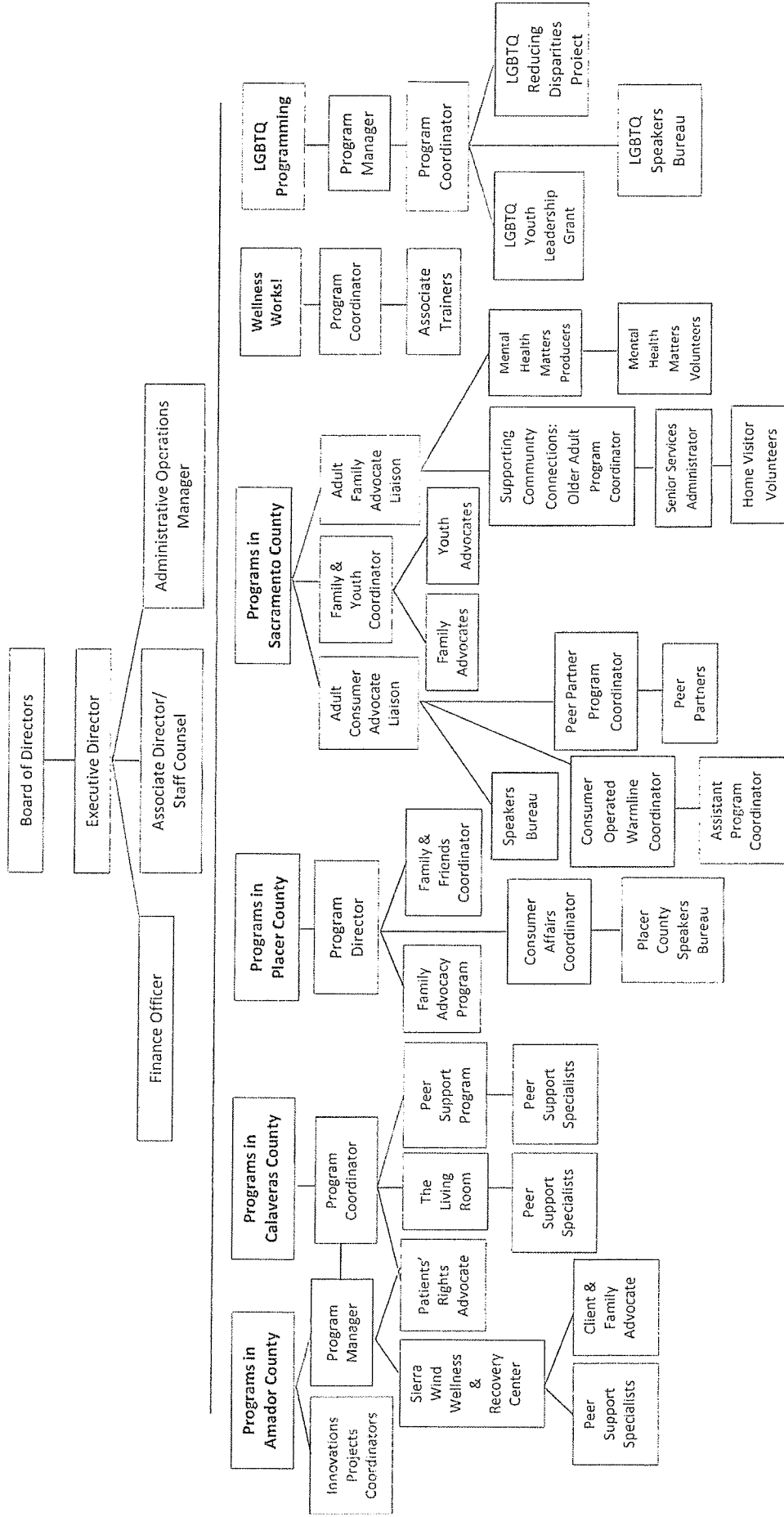
MHANCA will utilize the combined, qualified expertise of Dawniell Zavala, Esq. (.60FTE), and Stephanie Ramos, Training and Operations Manager (.40FTE) to jointly conduct the activities required of the PC. Together, they possess vast experience in project management, technical writing, training, and community collaboration. They also incorporate the family and client perspective as a complement to their vast professional skills and knowledge.

Dawniell Zavala is an experienced employment law specialist and practicing attorney. She currently serves as the Associate Director of MHANCA and assists in the daily operation of the agency, providing specialized support to various existing MHANCA programs, including Wellness Works!, Sierra Wind Wellness and Recovery Center, and Consumer/Family Advocacy Program in Amador County. Dawniell's skills as a seasoned trainer and educator align well with the Project Coordinator position. She is an expert trainer in Wellness Works!, Human Resources, and Stigma Reduction. Dawniell maintains strong collaborative relationships with ACBHS staff and works closely towards developing agency services, policies and program development. Dawniell's technical writing expertise and project management skills, along with her human resource, emotional intelligence, and legal skills prove to be valuable assets to the Projects Coordinator position.

Stephanie Ramos serves as MHANCA Training and Operations Manager. Stephanie is a Certified Recovery Educator, and possesses an array of skills uniquely suited to this position. Stephanie is a strong experienced trainer in Mental Health First Aid, Wellness Recovery Action Plans, Wellness Works!, Family and Youth Advocacy and Empowerment, and in developing Comfort Agreements. Stephanie's skills as a seasoned proposal writer, reviewer and RFP selection panel member will serve her well in this position. In her tenure with MHANCA, she has served on dozens of RFP panels, participated in the writing and development phase of many RFP processes for both Sacramento County Behavioral Health Services, California Institute for Mental Health, and Sierra Health Foundation.

Mental Health America of Northern California  
 Request For Proposal 13 – 18: Mental Health Services Act Innovation Project Coordination

Mental Health America of Northern California  
 2013 Organizational Chart



# DAWNIELL ZAVALA

3135 Sierra Way  
Sacramento, CA 95816  
(916) 995-1176  
dzavala@mhanca.org

## EDUCATION

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**UC Berkeley School of Law (Boalt Hall), Berkeley, CA** 8/2004 – 5/2007  
J.D., May 2007

*Recipient of the Gerald D. Marcus Fellowship sponsored by Hanson Bridgett Marcus Vlahos & Rudy*

Member, Berkeley Journal of Gender, Law & Justice (formerly the Berkeley Women's Law Journal) 2004-2005; Member and Diversity Outreach Co-chair, Boalt Hall Women's Association 2005-2007; Member, Boalt Youth & Education Law Society/participated in the Street Law Outreach Program 2004-2005

**California State University, Hayward, CA** 9/2001 – 3/2004

B.A., *magna cum laude*, Liberal Studies with option in Psychology, March 2004

Dean's List 2001 – 2004 academic years

## EXPERIENCE

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**Mental Health America of Northern California, Sacramento, CA**

Associate Director/General Counsel

6/2012 - present

Assist Executive Director with management and oversight of agency operations; advise Executive Director and Board of Directors on all agency legal matters; draft, review, and negotiate contracts; conduct legal research; analyze trends in employment and nonprofit law; review agency policies, procedures, and operations for legal compliance; draft internal policies and procedures; train and educate managers on personnel and employment law issues; collaborate with funders and external organizations on joint projects and programs; manage and coordinate projects; draft documents, memoranda, opinions, recommendations, legal pleadings, and other communications; negotiate legal matters with outside parties; represent agency in legal and operational matters; deliver educational workshops and presentations to outside organizations regarding the intersection of employment laws and mental health issues in the workplace.

**Law Office of Dawniell A. Zavala, Esq., Sacramento, CA**

Solo Practitioner

5/2011 – 6/2012

Provided counsel and representation to individuals in family law, bankruptcy, and personal legal matters; performed contract work for a firm specializing in construction defect litigation; took and defended depositions; drafted case and deposition summaries; drafted and filed pleadings, motions, and declarations.

General Counsel

Advised nonprofit organizations on various legal matters including the amendment of bylaws, leasing disputes, Board member fiduciary duties and responsibilities, intellectual property, and employment law issues; represented clients in all phases of litigation

**Nossaman LLP**, Sacramento, CA

Litigation Associate

6/2010 – 5/2011

Defended the FDIC and national banking institutions in litigation brought by borrowers to delay or prevent home foreclosures; represented creditors in business bankruptcy filings by attending 341a meetings, drafting motions and responsive briefs, maintaining communication with the bankruptcy trustee, and appearing at hearings on contested matters; advised employers on all aspects of employment law, including termination and disciplinary matters, editing and rewriting employee handbooks, drafting opinions on employee leave laws, and workers' compensation disputes; defended public agencies seeking to protect private information from disclosure to the media in response to public information requests; drafted discovery and responded to discovery requests; conducted legal research and drafted memos and briefs on the following subjects: the California Administrative Procedures Act, California mortgage and lending laws; conversion or dismissal for cause of Chapter 11 bankruptcy cases; federal mortgage and lending laws; federal banking laws governing liability retained by the FDIC after taking over failed financial institutions.

**Mastagni, Holstedt, Amick, Miller & Johnsen**, Sacramento, CA

Labor and Employment Associate

6/2009 – 6/2010

Served as general counsel to employee associations advising them on all matters of employment and labor law, represented law enforcement officers and other public employees throughout all phases of administrative investigations and disciplinary appeals, conducted legal research, drafted letters and memoranda, filed employee grievances and represented employees throughout the grievance process, negotiated with employers on behalf of employees seeking to redress workplace disputes and improve working conditions. Also served as co-editor of firm newsletter, which required drafting and editing of articles for both internal and external publications.

**Holme Roberts & Owen LLP**, San Francisco, CA

Litigation Associate

9/2007 – 3/2009

Served as lead San Francisco counsel for a national client on a large number of copyright infringement cases, drafted memos and motions including motions for summary judgment, conducted legal research, attended court hearings, negotiated numerous settlements with opposing counsel and defendants, argued motions, drafted mediation briefs, and had ongoing direct client contact. Other responsibilities have included working extensively on trademark prosecution matters, including drafting responses to PTO office actions, composing cease and desist letters to individuals and entities infringing clients' trademarks, and communicating with foreign counsel regularly regarding the status of trademark applications and disputes abroad. Also have experience drafting estate planning documents and have filed probate actions. Recently co-wrote an article about transferable development rights published in the June 2008 edition of The Registry, a San Francisco Bay Area magazine for real estate professionals, and authored a case alert on *Claudino v. Pereira* for the California Real Property Journal

Summer Associate

5/2006 – 8/2006

Drafted motions and memos, conducted legal research, attended community meetings regarding land use and real estate development projects, attended court hearings, researched and drafted sections of a Media Law handbook for the California First Amendment Coalition.

**Contra Costa County Public Defender, Martinez, CA**

Summer Law Clerk

5/2005 – 8/2005

Drafted motions and memos, conducted legal research, interviewed individuals referred to the public defender's office for representation, observed arguments and court trials, and traveled to several California Youth Authority prison facilities to investigate the living conditions of juvenile clients and to verify whether the juvenile offenders were receiving the recommended resources and services to facilitate their rehabilitation.

**Contra Costa County Department of Child Support Services, Martinez, CA**

Child Support Specialist – Legal Court Unit

9/2002 – 8/2004

First new hire ever to be placed in the legal court unit. Researched, analyzed, and synthesized factual and legal matters pertaining to pending motions, prepared cases for upcoming court hearings, attended court regularly to assist attorney staff, drafted motions, testified in court, consulted with parties' attorneys, conducted orders of examination, interviewed parties in person and via telephone, personally served parties with court documents, audited accounts, located obligors' residences, assets and employers, initiated wage garnishments and suspensions of drivers' and professional licenses for delinquent obligors.

**ADMISSIONS, MEMBERSHIPS AND ADDITIONAL QUALIFICATIONS**

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**ADMISSIONS**

California State Bar (12/2007)

United States District Court – Northern District of California

United States District Court – Eastern District of California

United States District Court – Central District of California

United States District Court – Southern District of California

**MEMBERSHIPS**

American Bar Association

Sacramento County Barristers' Club

**ADDITIONAL QUALIFICATIONS**

Conversational in Spanish

Wellness Works! certified trainer



## STEPHANIE RAMOS

7558 32<sup>nd</sup> Street  
Sacramento, CA 95822

916-868-8678  
sramos@mhanca.org

### EXPERIENCE

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#### **Mental Health America of Northern California**

**October 2005 - Present**

##### **Administrative Operations Manager**

Provide support to MHANCA's Executive Leadership and Accountant on a daily basis, overseeing important organizational operations; assist Executive Leadership in crafting and implementing workplace policies and procedures; help with the acquisition of new funding; act as the agency's Human Resources/Benefits liaison; primary point of contact for the agency's vendors; respond to outside inquiries; perform Public Relations functions; monitor agency and program compliance with laws, contracts, policies, and procedures; oversee the agency's training programs, and offer guidance and instruction to MHANCA's managers and staff as needed.

##### **Family & Youth Coordinator**

Performed analytical, evaluative, coordinative work in the planning, development and administration of child and family advocacy service programs and performed related duties as assigned; assessed the Advocacy, mental health treatment, and educational needs of a specific target group; researched and evaluated available resources; developed program plans to meet identified needs; coordinated and facilitated collaborative efforts among public, private, and non-profit groups and organizations to meet specific targeted community needs; provided leadership, advocacy and coalition-building on behalf of a specific targeted group; provided training and technical assistance to county mental health program staff, county contracted mental health program staff, and child and family advocacy program staff; provided short-term or interim project management, such as during initial program implementation; served on program development committees and task forces; acted as liaison to various agencies and organizations; participated in a variety of internal and external meetings; prepared a variety of written materials including correspondence, narrative and statistical reports, meeting minutes, etc.; supervised Family Advocacy Staff and Volunteers; developed relationships with local, state, and federal government agencies to advocate for child and family empowerment, legislative advocacy, and education; fostered the involvement of children and families to join the community boards, committees, task forces, and bureaus that impact their lives.

##### **Operations Coordinator**

Processed accounts payables and accounts receivables; monitored payroll processing; tracked vacation and sick time; ensured all financial reporting deadlines are met; continued management and support of budget and forecast activities; benefits management, employee orientation, and general HR procedures.

##### **Family Advocate**

Provided outreach and support services to families in county mental health services; informed, educated and trained families in order to empower youth/families to help themselves; provided support to families following a crisis situation; helped families articulate what they need from mental health services; helped prepare for, and support families at case staffings, IEP's, and other meetings; conducted client satisfaction surveys; facilitated self-help model support groups for youth/family members; attended and participated in a variety of committee's and meetings; attended and participated in special events, conferences, workshops, and

trainings in the community; developed relationships with various agencies and organizations to advocate for child and family empowerment.

### **Youth Advocate**

Sacramento Advocacy for Family Empowerment - Mental Health America of Northern CA  
Advocated for youth in the mental health system; provided a youth voice at the policy level of mental health; facilitated support groups; provided outreach to the community to increase awareness, decrease stigma, and provide education and information.

## **MEMBERSHIPS AND ADDITIONAL QUALIFICATIONS**

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### **Memberships**

2010-Present, Co-Chair, Sacramento County Mental Health Services Act Steering Committee

- ◆ 2011-2012, Member, Capital Facilities Planning Committee
- ◆ 2011, Member, Innovation Workgroup
- ◆ 2008, Co-Chair, Workforce Education and Training Taskforce
- ◆ 2008, Facilitator, Workforce Education and Training Focus Group
- ◆ 2008, Co-Chair, Transition Aged Youth/Juvenile Justice, Community Services & Supports Program Design Team
- ◆ 2005, Member, Community Services and Supports, Children's Taskforce

2011-present, Member, California Institute of Mental Health, Center for Multicultural Development Advisory Committee

2011-2013, Member, Sacramento County Child & Family Policy Board

2009-2013 Founder/Advisor, Youth Advocate Committee of Sacramento County

2009-2013, Member, Sacramento County Student Mental Health & Wellness Collaborative

2006-2013, Founding Member, California Youth Empowerment Network-Steering Committee

2009-2012, Member, Sacramento City Unified School District Bullying Prevention Taskforce

2009-2011, Board Member, Advocates for Children and Families-Board Member

2009, Member, California Mental Health Stigma & Discrimination Reduction Advisory Committee

### **Additional Qualifications**

Mental Health First Aid certified instructor

Youth Mental Health First Aid certified instructor

Wellness Recovery Action Plan certified facilitator

Wellness Works! certified trainer

Educate, Equip, and Support certified instructor

## **EDUCATION**

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### **Sacramento City College**

- Presently Enrolled

### **Christian Brothers High School**

- High School Diploma 2004
- Community Service Award (100+ hours over requirement)

8. **Statement of Experience and Qualifications:** Description of the nature of the proposer’s present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client’s names, titles, addresses and phone numbers. For any projects referenced in the Statement of Experience and Qualifications, list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.

Established in 1946, Mental Health America of Northern California (MHANCA) is the oldest advocacy agency in Northern California with the mission of promoting culturally relevant services, fostering wellness and recovery for people of all ages through training, education, advocacy, direct services, and research. Staff and active volunteers provide an array of services, including: recovery education, LGBTQ training, peer support and self-management groups, focus groups, data collection, evaluation, report writing, outreach and services for non-English speakers. We are a consumer- and family member- led organization with 92% of staff identifying as either a mental health client, family member, or both.

Our Executive Director possesses a Master’s Degree in both Management and Public Administration, while our Associate Director is a licensed, practicing Attorney and workplace wellness specialist, who holds a Juris Doctorate degree from the University of California at Berkeley. Our combined leadership staff holds a Master’s degree in Social Work, and Bachelor’s degrees in Psychology and Organizational Development. Our staff is comprised of certified Recovery Educators and WRAP facilitators, and Wellness Works!, Mental Health First Aid, and Reducing Disparities trainers and educators. These skills will be valuable in the writing and development RFPs, in evaluation RFP responsive proposals, report writing, training, data collection and analysis. Existing staff has extensive experience facilitating focus groups, collecting and synthesizing community based research data, developing train the trainer certification models, reviewing proposals, creating RFPs, and developing stakeholder processes. Furthermore, our unique skills will collectively serve to create an evidence-based train-the-trainer stress reduction model for Amador County rooted in the community stakeholder process utilizing a “pay it forward” model.

### **Current Contracts w/ Relatable Tasks & Responsibilities**

#### **Client & Family Voice Contract**

Staff: Stephanie Ramos, Sandena Bader, Kao Vue, Matthew Gallagher, Amanda Leon, Graciela Medina

Client Contact: Julie Leung

Program Planner

Sacramento County Department of Health and Human Services

Division of Behavioral Health Services, Mental Health/Mental Health Services Act

7001-A East Parkway, Suite 300

Sacramento, CA 95823

916-875-4044

**LGBTQ Reducing Disparities Project**

Staff: Posh Mikalson, Nicole Scanlan  
Client Contact: Marina Castillo-Agusto  
Acting Deputy Director  
California Department of Public Health  
Office of Health Equity  
1615 Capitol Avenue  
PO Box 997377, MS 0022  
Sacramento, CA 95899-7377  
916-445-8347

**LGBTQ Youth Leadership Grant**

Staff: Posh Mikalson, Nicole Scanlan  
Client Contact: Christine Tien  
Program Officer  
The California Endowment  
1414 K Street, Suite 500  
Sacramento, CA 95814

**Wellness Works!**

Staff: Dawniell Zavala, Stephanie Ramos, Michael Lane  
Client Contact: Zima Creason, MBA  
Associate Director, Mental Health America of California  
Program Director, Wellness Works!, a workplace mental health program  
1127 11<sup>th</sup> Street, Suite 925  
Sacramento, CA 95814  
916-557-1167

**LGBTQ Reducing Disparities Report Dissemination Grant**

Staff: Posh Mikalson, MSW  
Client Contact: Stephanie Welch  
Senior Program Manager  
CalMHSA  
3043 Gold Canal Drive, Suite 200  
Sacramento, CA 95670  
916-859-4816

**In Your Own Voice**

Staff: Posh Mikalson, MSW  
Client Contact: Katherine Ferry  
Community Engagement Director  
NAMI  
1851 Heritage Lane, Suite 150  
Sacramento, CA 95815  
916-567-0163

**Consumer Affairs Coordinator**

Staff: Will Taylor  
Client Contact: Maureen Bauman  
Placer County  
Director, Adult System of Care  
11533 C Avenue  
Auburn, CA 95603  
530-889-7256

9. **Execution of Sample Agreement:** A statement that the Sample has been reviewed by the appropriate personnel, and a list of any exceptions or changes that are requested prior to execution of the Agreement.

**Certification**

I certify that the Sample Agreement has been reviewed by the appropriate personnel.

**Changes:**

- 5.3 County shall remit payment for the entire undisputed portion of Contractor's invoices within thirty (30) days of the invoice date listed on Contractor's relevant invoice

11. **Compensation:** The proposer's proposal for how it expects to be compensated for providing all of the services required by the Agreement, to include hourly rates for all personnel expected to perform any portion of the Work.

## Funding Application Budget Form

**Exhibit B**

<b>EXPENSES</b>	<b>NARRATIVE</b> (where necessary for purposes of clarification)	<b>FY 2013-2014</b>	<b>FY 2014-2015</b>
<b>Area of Focus: Self-Management Techniques</b>			
Salaries	DZ@.60 FTE/SR@.20 FTE=55,600x.24% benefits - DZ ANNUAL SALARY 76,000 SR ANNUAL SALARY 50,000	34,472	68,944
Stipends	Focus group stipends for stakeholders	1,000	2,000
Materials/Supplies	Printing supplies, cartridges, copying	1,000	2,000
Childcare		500	1,000
Other	Travel, training, transportation	3,500	7,000
10% Indirect Cost	Indirect overhead expenses - administration	4,047	8,094
	<b>TOTAL</b>	44,519	89,038
<b>Area of Focus: Plymouth Wellness Day</b>			
Salaries	SR@.20 = 10000 x 24% benefits	6,200	12,400
Stipends	Focus group stipends for stakeholders	1,000	2,000
Materials/Supplies	Printing materials, copying	750	1,500
Childcare		500	1,000
Other	Travel, transportation, training	3,500	7,000
10% Indirect Cost	Indirect overhead expenses - administration		
	<b>TOTAL</b>	11,450	23,900
	<b>TOTAL CONTRACT AMOUNT</b>	55,969	112,938
		169,907	

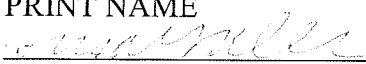
**RESOLUTION NO. \_\_\_\_\_**  
**BY THE BOARD OF DIRECTORS**

**WHEREAS**, a proposal to request funding for a program of services to be submitted to Amador County has been determined to be in the best interest of MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA by its duly constituted Board of Directors.


**NOW, THEREFORE, BE IT RESOLVED** that the persons named below are authorized to submit such a proposal and to negotiate and execute, on behalf of this corporation, any resulting Agreement and any and all documents pertaining to such Agreement, and to submit claims for reimbursement of other financial reports required by said Agreement.

**AND FURTHERMORE**, that the signatures recorded below are the true and correct signatures of the designated individuals.

**AUTHORIZED TO EXECUTE AGREEMENT**

Executive Director  
TITLE  
Susan Gallagher  
PRINT NAME  
  
SIGNATURE

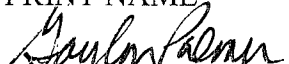
**AUTHORIZED TO SUBMIT CLAIMS**

Executive Director  
TITLE  
Susan Gallagher  
PRINT NAME  
  
SIGNATURE

**CERTIFICATION**

I certify that I am the duly qualified and acting President of MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a duly organized and existing 501©(3) nonprofit corporation. The foregoing is a true copy of a resolution adopted by the Board of Directors of said corporation, at a meeting legally held on November 21, 2013 and entered into the minutes of such meeting, and is now in full force and effect.

November 21, 2013  
DATE

Gaylon Palmer  
PRINT NAME  
  
SIGNATURE

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: December 26, 2013

Agmt

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

Meeting Date Requested:

Jan 14, 2014

From: James Wegner, Undersheriff  
(Department Head - please type)

Phone Ext. 515

Department Head Signature \_\_\_\_\_

Agenda Title: 2014 EBMUD Watershed Entry Permit

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The Amador County Sheriff's Office provides supplemental law enforcement services to EBMUD contractually. Notwithstanding, EBMUD requires the Amador County Sheriff's Office to annually enter into an agreement regarding the use of their facilities for training such as Search and Rescue, Dive Team, Swift Water Rescue, ATV, etc.

Recommendation/Requested Action:  
Approve agreement, authorize Chairman's signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes  No

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

Committee Review? Name \_\_\_\_\_ N/A

Comments: \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman [Signature] Counsel \_\_\_\_\_

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)  
Sheriff's Office

### FOR CLERK USE ONLY

Meeting Date January 14, 2014 Time 9 a.m. Item # HE

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

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

Completed by \_\_\_\_\_

Department \_\_\_\_\_  
 For meeting \_\_\_\_\_  
 of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk



## 2014 WATERSHED ENTRY PERMIT

Permission is hereby given for **Permittee**, Amador County Sheriff's Department, to enter onto East Bay Municipal Utility District (**District/EBMUD**) land in order to conduct various training exercises for the purpose of increasing support given to **EBMUD** and the general public. This permission is subject to the following conditions:

1. **Permittee** will have a copy of this letter in possession while on **District** land as evidence of the permission herein granted. An extra copy is provided which should be placed on the dashboard of **Permittee**'s vehicle in such a manner so as to be easily read by **District** Rangers and other law enforcement personnel.
2. **Permittee** will utilize sanitary facilities when provided. If none are provided, **Permittee** will limit presence in these areas to three hours or make other arrangements.
3. Plant and animal life specimens, materials, or artifacts found on **District** land or in its waterways shall remain the property of **District** and will not be removed from **District** property without the written consent from the Manager of the Mokelumne Watershed & Recreation Division or his designee having first been obtained.
4. If there are cattle grazing in the area, extreme care should be taken so as not to disturb them. Pets (non-working animals – allows guide and search dogs, pack animals, etc.), firearms (other than those carried by licensed law enforcement personnel), smoking, and fires of any kind are prohibited.
5. Employ measures to avoid negative impacts on sensitive wildlife and areas of the watershed. These measures include, but are not limited to, the following:
  - ▶ Avoid driving or parking vehicles over buried (and marked) pipelines;
  - ▶ Ensure that all training participants are informed and knowledgeable regarding **District** property boundaries.
  - ▶ Avoid any activity that could present a hazard to any person/persons.
  - ▶ In watershed areas, vehicle traffic will be restricted to vehicles necessary for the exercise and are confined to existing roads only. Such vehicle traffic will not be permitted under wet road conditions. No off-road driving is permitted.
6. **Permittee** will notify the **Contact** (Item 11) below by no less than three (3) business days (M-F) prior to entry and will provide information regarding the intended entry. This information shall include date, time, location, activity, number of personnel, number of vehicles, contact name, and telephone number.

7. **PERMITTEE:** Amador County Sheriff's Department  
Undersheriff James Wegner  
700 Court Street  
Jackson, CA 95642  
(209) 223-6500
8. **PURPOSE OF PERMIT:** Conduct various training exercises in various locations on **EBMUD** property in and around Pardee and Camanche Watersheds, including the Mokelumne River.
9. **ENTRY AREA:** Various locations on **EBMUD** watershed lands. See item 6.
10. **TERM OF PERMIT:** **2014 Calendar Year**
11. **CONTACT PERSON:** Tim Cox, Ranger Supervisor  
(209) 772-8256\* or (209) 772-8204
- \* Please do not leave notice of entry on voicemail. Call 209.772.8204 if there is no answer at 209.772.8256. Our clerical staff will receive your notice and advise staff appropriately.
12. **LIABILITY FOR DAMAGES:** In the exercise of this permission, **Permittee** will have the entire responsibility for any and all injury to company officers, employees, subcontractors, subconsultants and any other persons present during permitted activities. **Permittee** expressly agrees to defend, indemnify, and hold harmless **District** and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from **Permittee** its associates', officers', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.
13. **District** reserves the right to cancel this permit at any time, subject to Section 846.5 of the Civil Code.

Sincerely,



KENT LAMBERT

Manager, Mokelumne Watershed & Recreation Division

KL:AH:ah

Copies to: T. Cox  
G. Persons  
M. Bolton  
C. Swann

---

THE FOREGOING CONDITIONS ARE HEREBY ACCEPTED AND AGREED TO:

**AMADOR COUNTY SHERIFF'S DEPARTMENT**

By:  \_\_\_\_\_ Date: 12-23-13

**AMADOR COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_ Date: \_\_\_\_\_

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
01/14/14	

To: Board of Supervisors

Date: January 7, 2014

*Agmt*

From: Aaron Brusatori, PE Phone Ext. 429

(Department Head - please type)

Department Head Signature *Aaron Brusatori*

Agenda Title: Grafcon - Consultant Services Agreement Amendment

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Grafcon provided design and oversight services for the Rabbit Creek Causeway Repair Project - Phase I Grouting. An increase of \$5,750 to the original cost-not-to-exceed-amount of \$10,000 is requested. See attached department memorandum for justification summary and breakdown of additional costs.

Recommendation/Requested Action:  
Authorize the Chairman to sign the amendment on behalf of the County

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts

Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	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: _____
Committee Review? N/A <input checked="" type="checkbox"/> Name: _____ Committee Recommendation: _____	

Request Reviewed by:

Chairman <u><i>[Signature]</i></u>	Counsel <u><i>[Signature]</i></u>
Auditor <u><i>[Signature]</i></u>	GSA Director <u><i>[Signature]</i></u>
CAO <u><i>[Signature]</i></u>	Risk Management <u><i>[Signature]</i></u>

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

Transportation and Public Works, County Counsel *[Signature]*

### FOR CLERK USE ONLY

Meeting Date <u>January 14, 2014</u>	Time <u>9 a.m.</u>	Item # <u>4F</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	

Distributed on _____	A new ATF is required from _____ 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



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**TRANSPORTATION & PUBLIC WORKS**

PHONE: (209) 223-6429  
FAX: (209) 223-6395  
WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)  
EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Department of Transportation

**DATE:** December 31, 2013

**SUBJECT:** Rabbit Creek Causeway Culvert Repair - Phase I Grout Project  
First Amendment to GRAFCON Consulting Services Agreement

**CONTACT:** Jered Reinking, Senior Civil Engineer (223-6226)

### Overview

This project is the first phase of the Rabbit Creek Causeway Culvert Repair Project. Phase I of this project installs two (2) grouted cement plugs within the existing 90 inch culvert. Once the grouted cement plugs are installed, a cement slurry backfill is placed between the grout plugs to provide structural stability to the roadway (Camanche Parkway).

### Recommendations

Approve this First Amendment to GRAFCON Consulting Services Agreement.

### Fiscal Impact

Increases Cost-not-to-exceed amount from \$10,000 to \$15,750.

## BACKGROUND

On April 8, 2013, The County of Amador and Grafcon entered into a consulting services agreement. Grafcon was contracted by the County to engineer the grout plug and cement bentonite slurry design. Grafcon was also required to perform oversight and quality control during field operations and then provide a final report of observations summarizing the project once construction was completed.

## DISCUSSION

The consultant has requested an additional \$5,750 to compensate for additional work already completed as ordered by the Department. The Department requested the consultant perform additional work to alter the original grouting specifications to compensate for a change of contracting method required for the project. In addition to modifications to the grouting specifications, the consultant was required to provide additional oversight during field operations due to unforeseen conditions, which required additional grout to be placed for the plugs and also to monitor the performance of a field adjustment made to slurry mix. This additional field time for the consultant was requested by both the Amador County Project Manager and the Oversight Representative from EBMUD.

Attachments: Consultant Request and Justification Summary  
Amador County Fee Amendment Increase Summary



RECEIVED

DEC 31 2013

TRANSPORTATION  
& PUBLIC WORKS

December 31, 2013

Mr. Jered Reinking  
Senior Civil Engineer  
Amador County Department of Transportation and Public Works  
810 Court Street  
Jackson, CA 94642

Subject: Request for Budget Increase – Rabbit Creek Causeway Project

Dear Jered:

This letter has been prepared to request an increase from \$10,000.00 to \$15,750.00 for the subject project. The attached justification summary provides a back-up for the requested budget increase.

If you have additional questions, please call me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Graf', written in a cursive style.

Tom Graf

enc

**JUSTIFICATION SUMMARY – GRAFCON Consultant Services Agreement  
Amendment Number 1**

**Task 1 – Plug Design – Engineered grout mix design and placement method specifications**

**Contract Estimate:** \$2,750.00

**Increase:** \$2,000.00

**Justification:** Lengthy initial review by both Amador County and EBMUD, followed by transfer of County management and additional explanation of approach, written answer to questions on grouting approach, preparation of additional revisions of specifications to allow open bidding process, rather than sole source, and inclusion of specifications into contract documents.

**Task 2 – Oversight**

**Contract Estimate:** \$6,250.00

**Increase:** \$3,750.00

**Justification:** Pumping of grout plugs required significantly more grout than originally anticipated, requiring two full days of on-site observation, rather than the budgeted 12 hours. Pumping of cement-bentonite void-filling grout was accomplished over a 3-day period. County and EBMUD representatives requested GrafCon be present for on-site observation all 3 days.

**Task 3 – Final Report**

**Contract Estimate:** \$1,000.00

**Increase:** No increase requested

RECEIVED

DEC 31 2013

TRANSPORTATION  
& PUBLIC WORKS

AMADOR COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
 Rabbit Creek Causeway Grout Project Fee Amendment

GRAFCON

December 2013

Task	Rate (Loaded)	Original Fee Estimate		Fee Amendment		Increase	
		Hours	Direct Labor Cost (Loaded)	Hours	Direct Labor Cost (Loaded)	Increase Hours	Increase Direct Labor Cost
Task 1 - Plug Design	\$ 250.00	11	\$ 2,750.00	19	\$ 4,750.00	8	\$ 2,000.00
Task 2 - Oversight	\$ 250.00	25	\$ 6,250.00	40	\$ 10,000.00	15	\$ 3,750.00
Task 3 - Final Report	\$ 250.00	4	\$ 1,000.00	4	\$ 1,000.00	0	\$ -
<b>Total Hours and Direct Labor</b>		<b>40</b>	<b>\$ 10,000.00</b>	<b>63</b>	<b>\$ 15,750.00</b>	<b>23</b>	<b>\$ 5,750.00</b>



**FIRST AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND  
GRAFCON FOR PROFESSIONAL CONSULTING SERVICES**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT (this “First Amendment”) is made as of January 14, 2014 by and between COUNTY OF AMADOR, a political subdivision of the State of California (“County”) and GRAFCON, a California corporation (“Consultant”).

RECITALS

A. County and Consultant executed an Agreement For Professional Consulting Services (the “Original Agreement”) dated April 8, 2013 whereby Consultant agreed to provide certain professional services upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the “Agreement.”

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

NOW, THEREFORE, the parties agree as follows:

1. Section 5 the Agreement “COMPENSATION TO CONSULTANT” is amended by increasing the cost-not-to-exceed amount to **Fifteen Thousand Seven Hundred Fifty Dollars (\$15,750)**.
2. Attachment “B” of the Original Agreement is replaced in its entirety with Attachment “B” attached to this First Amendment and incorporated herein.
3. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

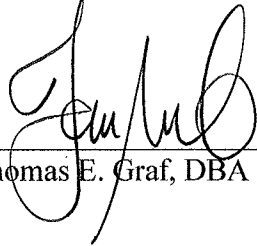
[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY:

CONSULTANT:


BY: \_\_\_\_\_  
Chairman, Board of Supervisors

BY:  \_\_\_\_\_  
Thomas E. Graf, DBA Grafcon

Federal I.D. No.: 561821402

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR  
COUNTY COUNSEL

ATTEST:  
JENIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:  \_\_\_\_\_

BY: \_\_\_\_\_

ATTACHMENT B  
FEE SCHEDULE

GRAFCON  
January 2014

<b>Fee Summary By Task</b>			
<b>Task</b>	<b>Rate (Loaded)</b>	<b>Hours</b>	<b>Direct Labor Cost (Loaded)</b>
<b>Task 1 - Plug Design</b>	\$ 250.00	19	\$ 4,750.00
<b>Task 2 - Oversight</b>	\$ 250.00	40	\$ 10,000.00
<b>Task 3 - Final Report</b>	\$ 250.00	4	\$ 1,000.00
<b>Total</b>		<b>63</b>	<b>\$ 15,750.00</b>

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 01/08/2014

From: Richard M. Forster, Chairman  
 (Department Head - please type)

Misc.

Phone Ext. 470

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>01/14/2014</u>	

Department Head Signature \_\_\_\_\_

Agenda Title: Certification Statement for the Local Child Planning Council

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

Approval of a Certification Statement regarding composition of Local Child Planning Council membership of the California Department of Education, Child Development Division.

Recommendation/Requested Action:  
**Approval**

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
---	------------------

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

Request Reviewed by:

Chairman <u>[Signature]</u>	Counsel _____
Auditor <u>[Signature]</u>	GSA Director <u>[Signature]</u>
CAO _____	Risk Management <u>[Signature]</u>

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

Piret Leonetti-LPCC;

### FOR CLERK USE ONLY

Meeting Date <u>January 14, 2014</u>	Time <u>9 a.m.</u>	Item # <u>7A</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

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

**CERTIFICATION STATEMENT**  
**REGARDING COMPOSITION OF LPC MEMBERSHIP**

**Return to:**

California Department of Education  
 Child Development Division  
 Local Planning Council Consultant  
 1430 N Street, Suite 3410  
 Sacramento, CA 95814

**Due Date:**  
 Annually on January 20

Please complete all information requested below:

County Name: Amador County		County Coordinator Name and Telephone Number: Piret Leonetti, M.A (209) 257-5338	
<b>Membership Categories</b>			
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)			
Name of Representative	Address/Telephone Number	Appointment Date and Duration	
Tina Billingsley	P.O Box 640 lone, California, 95640 209- 418- 4074	Appt: 11/4/2013 Term Exp: 6/30/2015	
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)			
Name of Representative	Address/Telephone Number	Appointment Date and Duration	
Debbie Taylor	935 S. Street Hwy.49 Jackson, CA. 95642 209- 770- 4562	Appt: 8/6/2012 Term Exp: 6/30/2014	
Denise Moreno	P.O. Box 493 Plymouth, CA 95669 209-245-6993	Appt. 8/6/2012 Term Exp: 6/30/2014	
20% Public Agency Representative (Defined as a person who represents a city, County, or local education agency.)			
Name of Representative	Address/Telephone Number	Appointment Date and Duration	
andra Buchanan	Po Box. 1003 lone, Ca 95666 209- 217-7185	Appt. 5/6/2013 Term Exp: 6/30/2015	

**CERTIFICATION STATEMENT**  
**REGARDING COMPOSITION OF LPC MEMBERSHIP**

**Due Date:**  
 Annually on January 20

**Return to:**  
 California Department of Education  
 Child Development Division  
 Local Planning Council Consultant  
 1430 N Street, Suite 3410  
 Sacramento, CA 95814

Please complete all information requested below:

County Name: Amador County		County Coordinator Name and Telephone Number: Piret Leonetti, M.A (209) 257-5338	
Membership Categories			
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)			
Name of Representative	Address/Telephone Number	Appointment Date and Duration	
Tina Billingsley	P.O Box 640 Ione, California, 95640 209- 418- 4074	Appt: 11/4/2013 Term Exp: 6/30/2015	
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)			
Name of Representative	Address/Telephone Number	Appointment Date and Duration	
Debbie Taylor	935 S. Street Hwy. 49 Jackson, CA. 95642 209- 770- 4562	Appt: 8/6/2012 Term Exp: 6/30/2014	
Denise Moreno	P.O. Box 493 Plymouth, CA 95669 209-245-6993	Appt. 8/6/2012 Term Exp: 6/30/2014	
20% Public Agency Representative (Defined as a person who represents a city, County, or local education agency.)			
Name of Representative	Address/Telephone Number	Appointment Date and Duration	
ndra Buchanan	Po Box. 1003 Ione, Ca 95666 209- 217-7185	Appt. 5/6/2013 Term Exp: 6/30/2015	

**CERTIFICATION STATEMENT**  
**REGARDING COMPOSITION OF LPC MEMBERSHIP**

**Return to:**

California Department of Education  
 Child Development Division  
 Local Planning Council Consultant  
 1430 N Street, Suite 3410  
 Sacramento, CA 95814

**Due Date:**  
**Annually on January 20**

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Sandra Buchanan	Po Box. 1003 lone, Ca 95666 209- 217-7185	Appt. 5/6/2013 Term Exp: 6/30/2015