

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: 07/18/2016

Budget

From: Garth Hohn, Code Enforcement Officer Phone Ext. 565
 (Department Head - please type)

<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>07/26/2016</u>

Department Head Signature *Susan Chrijalva*

Agenda Title: Jeff Bardin / APN #032-380-041-000

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Consideration to approve the budget transfer request of \$11,325.70 from the Contingency Fund to the Code Enforcement budget for junk and / or solid waste removal and disposal services at APN #032-380-041-000 located at 20120 Oak Drive, Pioneer, CA.

See attached for further information.

Recommendation/Requested Action:
Approval of the budget transfer request of \$11,325.70 from the Contingency Fund to the Code Enforcement budget.

Fiscal Impacts (attach budget transfer form if appropriate) Budgeted. Staffing Impacts _____

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 Administrative Committee N/A

Comments: Copy of bids attached.

Committee Recommendation:
Meeting on 07/18/2016

Request Reviewed by:
 Chairman _____ Counsel GB
 Auditor JOR GSA Director _____
 CAO CH Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9 am Item # 1A

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

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

DATE: July 18, 2016

REQUESTED BY: Garth Hohn

DEPARTMENT: Code Enforcement

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
2740	52300	\$11,325.70					
7899	59500		\$11,325.70				

REASON FOR THE REQUEST:

The Board of Supervisors issued an Order for Administrative Abatement of Violations at 20120 Oak Drive, Pioneer, CA 95666 APN #032-380-041-000 on October 27, 2015.

- PLEASE NOTE:**
- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
 - TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
 - FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
 - TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL



CODE ENFORCEMENT
COUNTY ADMINISTRATION CENTER

810 Court Street • Jackson, CA 95642-2132
Telephone: (209) 223-6565

CERTIFIED MAIL: 7014 2870 0001 3496 3506
USPS 1st Class Mail

July 19, 2016

Jeff Bardin
P.O. Box 104
Sutter Creek, CA 95685

RE: Assessor's Parcel Number: 032-380-041-000
Address: 20120 Oak Drive, Pioneer, CA 95666

Dear Mr. Bardin:

On July 18, 2016, the Board of Supervisors Administrative Committee authorized a budget transfer in the amount of \$11,325.70 to cover the estimated costs of the clean-up on the above referenced parcel.

Commencement of the clean-up is tentatively scheduled for August 15, 2016. After the clean-up is completed, you will receive a bill for the actual clean-up cost plus all administrative / investigative costs and legal fees which have yet to be determined.

If you're unable to pay the bill, a public hearing will be held before the Board of Supervisors for discussion and possible action to determine whether to cause a special assessment to be placed against the property for recovery of costs.

You may appear at said public hearing, with or without legal counsel, and be heard on the matter, or alternatively, you may submit a written statement to the Board of Supervisors prior to the hearing date, for their consideration at the hearing.

If you have any questions regarding this matter, you can contact this office at (209)-223-6565 Monday through Friday, 8:00 A.M. to 4:30 P.M.

Sincerely,

Garth Hohn
Code Enforcement Officer

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF AMADOR, STATE OF CALIFORNIA

In the Matter Of:)	
)	ORDER FOR
)	ADMINISTRATIVE
Amador County Department of Code Enforcement)	ABATEMENT OF VIOLATIONS
)	
vs.)	
)	
Jeff Bardin.)	
)	
)	
)	
_____)	

After hearing before the Amador County Administrative Abatement Hearing Board (“Hearing Board”) on September 23, 2015, said Hearing Board made findings of fact and law, and a recommendation to the Amador County Board of Supervisors regarding the violations existing on the parcel located at 20120 Oak Drive in Pioneer, California, APN 032-380-041-000 (hereinafter referred to as “the Subject Property”).

The Amador County Board of Supervisors, having presided over proceedings regarding this matter at a public hearing on October 27, 2015, and having adopted the Hearing Board’s findings and recommendation,

IT IS HEREBY ORDERED that on or before December 28, 2015:

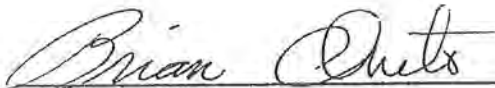
1. Jeff Bardin will not allow junk and/or solid waste to be stored or to accumulate on Subject Property. All solid waste will be removed from the property and taken to a legal disposal site. All receipts must be shown to the Code Enforcement Officer to verify legal disposal of the solid waste.

2. Jeff Bardin shall schedule an on-site inspection with the Amador County Code Enforcement Officer and Environmental Health Technician to verify that the above requirements have been met.

Non-compliance with these orders shall result in Code Enforcement securing a bid to have the Subject Property cleared of all solid waste and junk.

The County shall be entitled to abate the violations existing on said parcel of real property at the expense of the landowner, Jeff Bardin. As prevailing party, the County shall recover its costs of abatement, including administrative and investigative costs, and attorney's fees.

Dated: 10/27/2015



Brian Oneto
Chairman, Board of Supervisors



CODE ENFORCEMENT

COUNTY ADMINISTRATION CENTER

810 Court Street • Jackson, CA 95642-2132

Telephone: (209) 223-6565

COUNTY OF AMADOR

PIONEER – SOLID WASTE REMOVAL AND DISPOSAL SERVICES

PROJECT DESCRIPTION / SCOPE OF WORK

On October 27, 2015, the Amador County Board of Supervisors adopted the findings and recommendation of the Administrative Abatement Hearing Board and issued a nuisance abatement order to the parcel owner to remove all the junk and / or solid waste from the property by December 28, 2015. To date, the owner has not complied with this order.

The property is located at APN# 032-380-041-000 at 20120 Oak Drive in Pioneer, California. The junk and / or solid waste on this vacant parcel includes but is not limited to scrap wood, metal, and plastic, construction wastes, discarded home and industrial appliances, worn out furnishings, worn out recreation and yard equipment, and waste tires.

On January 22, 2016, the owner of the parcel signed a certification of ownership and consent for inspection/abatement of real property and returned it to Amador County Code Enforcement within the time specified. Therefore, no court order is needed to proceed with the abatement.

In June and July 2016, Code Enforcement conducted pre-bid walk throughs at the parcel with representatives from ACES Waste Services Inc, Foothill Garage & Wrecking, Kreth Inc. and Amador Mechanical Inc. Armstrong & Son and Vinciguerra Construction were also contacted regarding excavation services but the project didn't fit into their schedule.

ACES agreed to submit a bid to provide debris boxes for the junk and / or solid waste hauling and disposal. Foothill Garage & Wrecking agreed to submit a bid for all the ground labor including the removal, hauling, and disposal of tires, miscellaneous scrap metal, and special recyclables including propane cylinders. Kreth and Amador Mechanical agreed to submit a bid on providing labor to operate the special equipment needed to extract all the junk and / or solid waste.

Foothill Garage & Wrecking is the only local vendor that has the license and insurance for job site scrap metal recycling including appliances, propane cylinders, and tire disposal. The ground labor they will provide includes sorting out and removing the recyclables and consolidating the other solid waste so it can be accessed by the equipment. See attached sole source justification form.

Based on the amount of junk / solid waste, Code Enforcement is estimating 2 debris boxes and 6 tons of solid waste for ACES.

On July 13, 2016, I received approval from GSA to proceed with the bids from ACES, Foothill Garage & Wrecking, and Amador Mechanical. See attached.



6500 Buena Vista Rd Lone, CA 95640

209-274-2237

aceswaste.com

Proposal

June 27, 2016

To: Garth Hohn - Amador County Code Enforcement

Re: 20120 Oak Dr.

Pioneer, Ca. 95666

We propose hereby to furnish 40 yard debris boxes for the property address of 20120 Oak Dr. Pioneer, Ca. 95666

Charges per debris box are as follows:

Haul Charge: \$231.85

Tons: \$102.00 per ton

Payment terms: Customers shall pay in full within thirty (30) days of receipt of invoice payable to Aces Waste Services, Inc.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: _____ Date: _____

Please contact Ted Lewandowski @ 209-304-8008 for further questions

Foothill Garage & Wrecking, Inc.

PO Box 115
Plymouth, CA 95669

Estimate

Date	Estimate #
6/23/2016	7

Name / Address
AMADOR COUNTY CODE ENFORCEMENT 810 COURT STREET JACKSON, CA 95642

Project

Description	Qty	Rate	Total
Labor Clean up property in Amador Pines	1	3,400.00	3,400.00
Labor scrap Removal	1	600.00	600.00
Tire Disposal Fee	5	10.00	50.00

Subtotal	\$4,050.00
Sales Tax (8.0%)	\$0.00
Total	\$4,050.00



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

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

Requesting Department: Code Enforcement **Date of Request:** 07-18-16

Contact Name: Garth Hohn **Phone:** 209-223-6565

Estimated Total Cost: \$ 4,050.00 **Proposed Vendor:** Foothill Garage & Wrecking, Inc.

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

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

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

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

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

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

INSTRUCTIONS

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

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

Exemption Request To Competitive Bid / Proposal & Disclosure Statement

Although ACES accepts all these materials, loading the debris boxes with all the scrap metal, appliances, and special recyclables would increase the tonnage and would require special handling expenses. Foothill Garage & Wrecking will separate these materials out at the site in addition to providing the ground labor to consolidate the solid waste so it can be accessed by the equipment.

Amador Mechanical Inc
15500 Willow Creek Rd
Plymouth, CA 95669
209-245-3850, Fax and Phone
California Small/Micro Business #36490
CSLB #501343
amiboss.vicini@gmail.com

July 12, 2016

Amador County Code Enforcement
Amador Pines

20120 Oak Drive, Pioneer

We propose to supply equipment to complete the following:

Load misc. debris into containers provided by ACES as per our meeting with Garth Hohn 7/12 /16
3 days with move in and move out, track skidder with grapple bucket and Case backhoe

Total for job as stated \$ 6,200.00 (Six thousand, two hundred dollars)

If unforeseen delays occur with delivery of ACES containers, county will be charged \$1,600 per day additional charges.

Does not include any erosion control

Any and all agreements must be made in writing

Does not include any permits, fees or testing.

Any alterations or deviations from the above specifications involving extra cost of labor, materials or equipment will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract.

Estimate good for 30 days

Respectfully submitted by Kathleen A Vicini
Kathleen A Vicini, Secretary

Acceptance

You are hereby authorized to furnish all equipment material and labor required to complete the work mentioned in the above proposal, for which I agree to pay the amount stated in said proposal, and according to the terms thereof.

Name of construction lender/owner _____

Address _____

Accepted by _____ Date _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: July 12, 2016

From: Sheriff/OES
(Department Head - please type)

Phone Ext. 384

Department Head Signature _____

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

Meeting Date Requested: _____

Next Available _____

Agenda Title: Resolution Approving Application for Grant Funding through the Federal Department of Homeland Security

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

Request the Chairman's signature, for Board of Supervisors to approve resolution authorizing individuals as authorized agents to execute applications and documents for grant funding provided by the federal Department of Homeland Security and sub-granted through the State of California. The above Homeland Security Grant is 100% funded and no local matching funds are required.

Recommendation/Requested Action:
Recommend approval of resolution and authorize Chairman's signature

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

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

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

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

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

Undersheriff, OES, CAO, Auditor-Controller - Prepare (5) Resolutions for original signature (4 for OES & 1 for records)

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9 am Item # 3A

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____
Clerk or Deputy Board Clerk

Save

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING INDIVIDUALS
AS AUTHORIZED AGENTS TO EXECUTE
APPLICATIONS AND DOCUMENTS FOR
DISASTER ASSISTANCE

RESOLUTION NO. 16-xxx

WHEREAS, Amador County has applied for financial assistance under P.L. 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act for damages; and

WHEREAS, the State of California, Governor's Office of Emergency Services requires the designation of officials authorized to execute documents; and

WHEREAS, the Amador County Board of Supervisors has mandated that applications and agreements generally must be signed by the Chairman of said Board of Supervisors; and

WHEREAS, reports and reimbursement claims sent to the State of California may be signed by other designated individuals listed below;

THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Amador that the individuals holding the position titles as listed below are hereby designated as Authorized Agents and are authorized to execute for and on behalf of the County of Amador, a public entity established under the laws of the State of California, to provide to the Governor's Office of Emergency Services this application and all matters pertaining to such state disaster assistance including, agreements and reimbursement claims, the assurances and agreements as required.

Martin Ryan Sheriff-Coroner, OR

Charles T. Iley County Administrative Officer, OR

Jon Hopkins Director, General Services Administration, OR

Tacy Oneto Rouen Auditor-Controller

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the xx day of July, 2016, by the following vote:

AYES: John Plasse, Louis D. Boitano, Richard M. Forster, Lynn A. Morgan, and
Brian Oneto

NOES: None

ABSENT: None

John Plasse, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

Deputy

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:	
July 26, 2016	

To: Board of Supervisors

Date: July 7, 2016

Resol.

From: Steven A. Zanetta
(Department Head - please type)

Phone Ext. 371

Department Head Signature Steven A. Zanetta

Agenda Title: Trevaskis/Cazadd - Approval of a Boundary Line Adjustment one year time extension

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The subject agenda item is a request for approval of boundary line adjustment #2015-002 one year extension of time. The properties are located on the westerly side of Sutter Circle westerly of the junction with Monitor Lane, in the Running Gold area. Assessor Parcel No.'s 020-471-011 and 020-482-001.

Recommendation/Requested Action:

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

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A
 Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GB
 Auditor JOR GSA Director _____
 CAO AB Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Please transmit two copies of the resolution to Surveying; one set certified.

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9AM Item # 3B

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

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

Requested By:

BOARD OF SUPERVISORS

When recorded return to:

SURVEYING & ENGINEERING

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF

RESOLUTION APPROVING A BOUNDARY
LINE ADJUSTMENT # 2015-002 APPLICATION
EXTENSION FOR NORMAN R. TREVASKIS, JR. AND
ELAINE ANN TREVASKIS, TRUSTEES OF THE
NORMAN R. TREVASKIS, JR. AND

RESOLUTION NO. 2016-xxxx

ELAINE ANN TREVASKIS FAMILY TRUST, 2004,
AND MICHAEL E. CAZADD AND KRISTINE E. CAZADD

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the boundary line adjustment extension of time for Norman R. Trevaskis, Jr. and Elaine Ann Trevaskis, Trustees of the Norman R. Trevaskis, Jr. and Elaine Ann Trevaskis Family Trust 2004, and Michael E. Cazadd and Kristine E. Cazadd on file in the Amador County Surveyor's Office, as Boundary Line Adjustment No. 2015-002; and

BE IT FURTHER RESOLVED that the approval granted by this Board shall terminate and be of no further force or effect if this boundary line adjustment is not completed in all aspects and recorded before April 17, 2017.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 26th day of June, 2016, by the following vote:

AYES: John Plasse, Louis D. Boitano,
Richard M. Forster, Lynn A. Morgan, and Brian Oneto

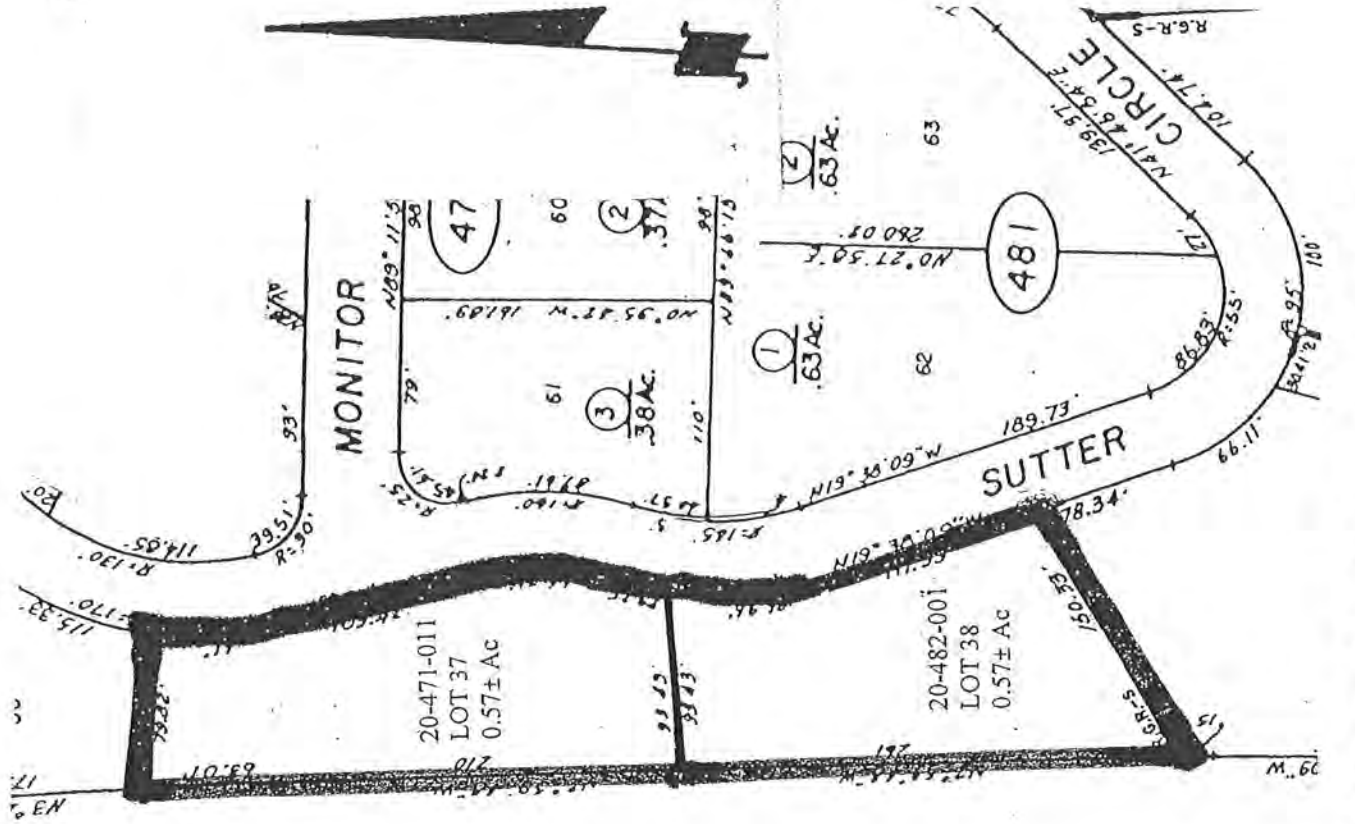
NOES: None

ABSENT: None

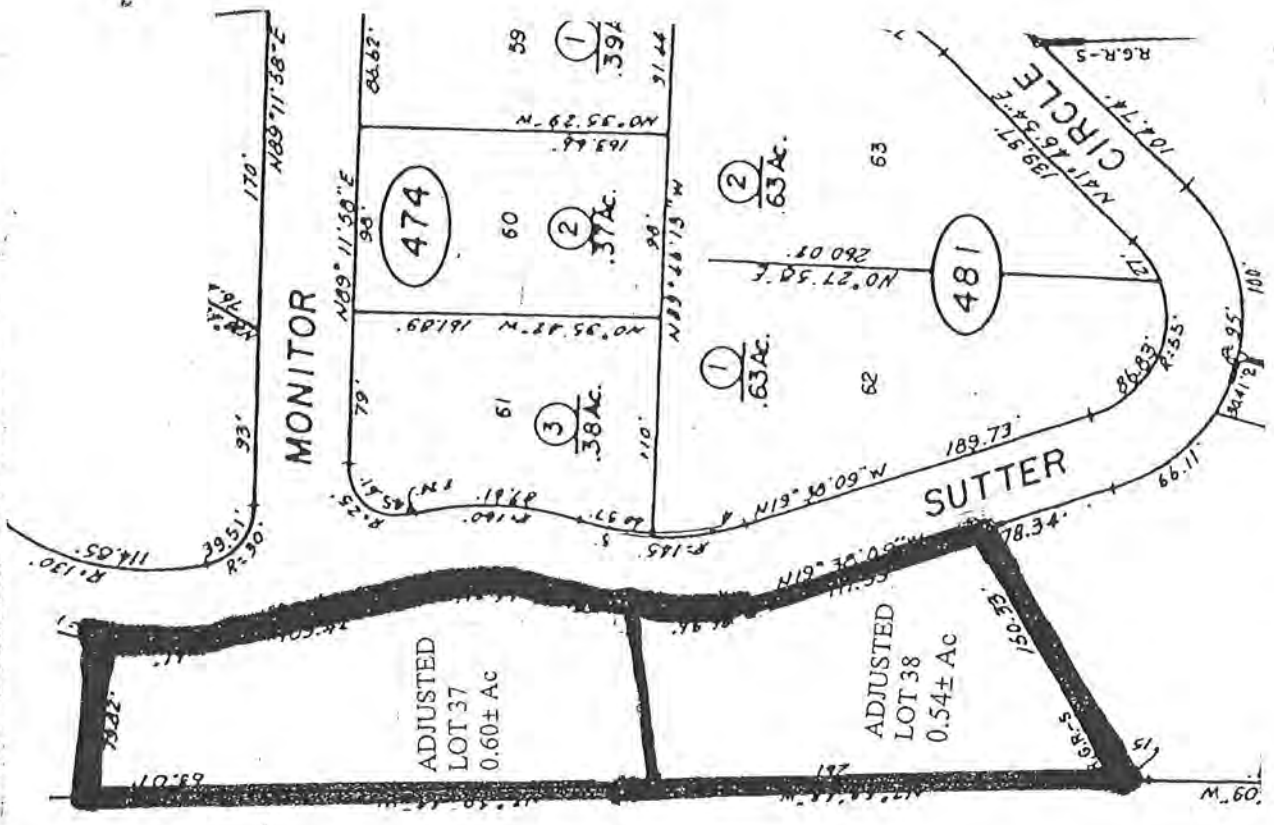
Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California



BEFORE



AFTER

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 07/18/2016

From: Tacy Oneto Rouen
(Department Head - please type)

Phone Ext. 363

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

Meeting Date Requested:
07/26/2016

Department Head Signature Tacy Oneto Rouen

Agenda Title: MGT of America, Inc.-Contract Option Renewals for SB90 State Mandated Claims & Cost Allocation Plan

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

Please see attached Contract Option Renewals letter for SB90 State Mandated Cost Claims and Cost Allocation Plan Services for FY 2016-17 Services from MGT of America, Inc. MGT is offering a *reduced fee* of **\$9,200** for SB90 State Mandated Cost services (which is down \$1,750 from the prior fiscal year). MGT is also offering to keep their Cost Allocation Plan Service fee the same as the prior period for a total of **\$6,850**. For your convenience, I attached the original contracts for both services that were approved by the Board of Supervisors in July 2015.

Recommendation: Please approve the Contract Option Renewals from MGT for both the SB90 State Mandated Cost Claims and the Cost Allocation Plan Services.

Recommendation/Requested Action:
See above.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: _____

Committee Review? N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GC

Auditor JOR

GSA Director _____

CAO [Signature]

Risk Management _____

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

Auditor; CAO; Risk; GSA

FOR CLERK USE ONLY

Meeting Date 7-26-16

Time 9am

Item # 4A

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

MGT Sacramento
2251 Harvard Street
Suite 134
Sacramento, CA 958115
p: (916) 760-4424
www.mgtofamerica.com



June 29, 2016

Tacy Oneto Rouen
Auditor-Controller
Amador County
810 Court Street
Jackson, CA 95642

Subject: Contract Option Renewals for SB90 State Mandated Cost and Cost Allocation Plan Services

Dear Ms. Oneto Rouen:

Thank you for the opportunity to continue the County's partnership with MGT of America (MGT). The County has the option to renew the contracts for above services for an additional year. An email or a letter will suffice to know the County is willing to exercise this option.

MGT is willing to reduce the contract for SB90 State Mandated Cost services. The amount of the contract will be nine thousand two hundred dollars (\$9,200). The cost plan contract will remain the same, six thousand eight hundred fifty dollars (\$6,850).

We appreciate the trust you have put in our firm, and really want to continue our partnership with the County. We hope to have the opportunity to continue providing Amador County with the best service possible. Please don't hesitate to call Christine M Reynolds at (916) 212-2085 if you have any questions regarding this or any other matter. You may also contact me directly at (916) 595-2646.

J. Bradley Burgess

A handwritten signature in black ink, appearing to read "J. Bradley Burgess", written over a white background.

Executive Vice President
MGT of America Consulting LLC

AMADOR COUNTY

SIGNATURE & APPROVAL OF CONTRACT OPTION RENEWALS

Signature: _____

Name: John Plasse

Title: Chairman, Amador County Board of Supervisors

Date: _____

CONTRACT FOR SERVICES

 COPY

**By and Between
County of Amador
and
MGT of America, Inc.**

This agreement is made and entered into this 30th day of June 2015 by County of Amador, hereinafter referred to as "County", and MGT of America, Inc., hereinafter referred to as "MGT".

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

I. SERVICES

Specific scope of services are as follows:

- a. Prepare and file eligible SB 90 claims for annual claims due on February 16, 2016. Claims must exceed \$1,000 to be eligible to file with the State.
- b. Prepare and file eligible SB 90 claims for all new, or first-time mandates, which have claiming instructions issued by the State Controller's office during the State's 2014-2015 fiscal year. Claims must exceed \$1,000 to be eligible to file with the State.
- c. Prepare indirect cost rate proposals to accompany all claims if the resulting rate is above 10%.
- d. Provide information to the County about new claiming opportunities in a timely manner.
- e. Provide liaison services between the County and the State Controller for all claims filed by MGT that are contested by the State Controller either through desk review or field audit.
- f. Assist with payment tracking and SB 90 claim tracking and coordination.

II. TIMETABLE

a) Initial Term

It is anticipated that all work will commence on July 1, 2015 and will be completed by June 30, 2016, at which time, the County will be able to renew this agreement for two additional fiscal years, 2015-2016 and 2016-17.

b) Renewal Period

The terms of this agreement may be renewed for two additional fiscal years, at the County's option. The additional term of services would be from July 1, 2016 to June 30th, 2017 as well as outlined in Section III Payment for July 1, 2015 to June 30th, 2016. Pricing would be the same as for Services items 1(a) through (f). The fiscal years in item 1(b) are 2015-2016 and 2016-2017 during the renewal periods.

III. PAYMENT

In consideration for the services rendered by MGT pursuant to this agreement, County agrees to pay MGT upon completion of the following:

Fixed Fee Claiming Services

In consideration for services provided pursuant to Services 1 (a) through (f) of this agreement, the County shall pay MGT a fixed fee of \$10,950 for the fiscal year payable in two installments. 50% invoiced on Aug 1, 2015 then the remaining 50% invoiced on January 1, 2016. Renewal years would follow the same schedule.

IV. COUNTY RESPONSIBILITY

- a. Furnish Consultant with all available and necessary information, data, worksheets, and documentation necessary for Consultant to perform the services hereunder in a timely fashion. Consultant shall assume all data is accurate and, if supplied in a timely manner, will file the claims in a timely manner.
- b. Cooperate with Consultant in carrying out the work herein.
- c. Provide adequate staff for liaison with the Consultant for each affected department.
- d. Develop and maintain source documentation sufficient to support SB 90 claims that are filed with the State for a period of at least three (3) years after the last date of claim payment or filing.

V. CONSULTANT LIABILITY

The Consultant will assume all data supplied by the County is accurate and correct. Any subsequent disallowance of funds paid to the County pursuant to the SB 90 claims filed under this agreement is the sole responsibility of the County. In any event, the Consultant's total liability under this agreement shall not exceed the compensation received by the Consultant for work pursuant to this agreement.

VI. MODIFICATION

The County and MGT may, by mutual agreement, modify this Contract. Any modification must be in writing and must be signed by the Contractor's principal agent and the County's designate.

VII. GENERAL TERMS AND CONDITIONS

No alteration or variation of this Contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

The parties hereby agree that no person shall, on the grounds of race, color, creed national origin, religion, disability, or sex, be excluded from or denied participation in,

or otherwise subjected to discrimination under any activity performed pursuant to this Contract.

VIII. CANCELLATION

The County and MGT shall have the right to terminate this Contract at any time before the date of completion: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, MGT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

IX. CONTRACTOR EMPLOYEES

In performance of this Contract, MGT and any agent or employee of the MGT shall act in an independent capacity and not as an officer or employee or agent of the County, nor shall any party be covered under the County's personnel rules and regulations. The County shall have no responsibility for deductions or contributions to Social Security, unemployment insurance, or any other benefits, nor shall income tax be withheld.

X. PROJECT MANAGER

Christine Reynolds of MGT shall act as Project Manager and shall serve as contact for the County. Contact information is as follows:

2251 Harvard Street, Suite 134
Sacramento, CA 95815
916.760.4424
christine_reynolds@mgtamer.com

XI. LEGAL REQUIREMENTS

It is agreed that for the duration of this agreement, MGT and County will comply with all applicable laws and regulations of the State of California, State of Florida and the federal government, including but not limited to, the Equal Employment Opportunity Act, the Occupational Safety and Health Act and audit requirements.

XII. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

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

TO COUNTY:

Ms. Tacy Oneto-Rouen
Auditor-Controller
County of Amador
810 Court Street
Jackson, CA 95642

TO CONSULTANT:

Mr. Brad Burgess,
Sr. Partner, Costing Services Practice
MGT of America
2251 Harvard Street, Suite 134
Sacramento, CA 95815

XIII. SIGNATURES & APPROVAL

COUNTY OF AMADOR

MGT OF AMERICA, INC.

Signature: Brian Oneto

Signature: J. Bradley Burgess

Name: Brian Oneto

Name: J. Bradley Burgess

Title: Chairman

Title: Executive Vice President

Amador County Board of Supervisors
Address: 810 Court Street
Jackson, CA 95642

Address: 2251 Harvard Street, Suite 134
Sacramento, CA 95815

Telephone: 209-223-6363
FEID:

Telephone: 916-595-2646
FEID: #59-1576733

Date: July 6, 2015, 2015

Date: June 17, 2015

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between County of Amador (the County), and MGT of America, Inc. (the Consultant).

- A. Engagement: The County agrees to engage the Consultant to perform the services described below, the project described as **Cost Allocation Plan preparation services.**
- B. Services: The Consultant agrees to perform certain services necessary for the completion and submission to the State Controller of the County Cost Allocation Plan (allocating the costs of providing County services) for fiscal year 2016-2017, which services shall include the following:
 - 1. Gathering of necessary financial, statistical and activity data
 - 2. Completion of the Cost Allocation Plan based on 2014-2015 actual costs
 - 3. Submission to the State Controller
- C. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the County.
- D. Compensation Amounts and Terms: For services provided pursuant to this agreement, County shall pay the Consultant upon receipt of invoice 95% of the fixed fee of six thousand eight hundred fifty dollars (\$6,850) after the Cost Allocation Plan is submitted to the State. The final 5% of the fixed fee of six thousand eight hundred fifty dollars (\$6,850) shall be due to the Consultant after the Cost Allocation plan is approved by the State.
- E. Term: The term of this agreement shall commence on July 1, 2015, and conclude June 30th 2016 or the date, upon which final approval from the State is received, which ever is later.
 - 1. Renewal Period - The terms of this agreement may be renewed for two additional fiscal years, at the County's option. The additional terms of services would be from July 1, 2016 to June 30th, 2017 and July 1, 2017 to June 30, 2018
- F. Consultant Responsibility: The Consultant shall assist in directing County staff in data and documentation necessary to complete the cost allocation plan. Consultant shall complete cost allocation plan and file the plan with the State by the December 31st 2015 deadline.
- G. County Responsibility: The County shall supply, with guidance from the Consultant, all necessary financial, statistical and activity data required to complete the cost plan. Consultant shall assume all data so supplied by the County is accurate and, if supplied no later than thirty (30) days prior to the deadline for submission to the State Controller stated in Section F herein, shall file the cost plan in a timely manner.

H. Consultant Liability: The Consultant shall not be responsible for the cost allocation plan as a result of inadequate data provided by the County, i.e., inaccurate, incomplete, or untimely data. Any subsequent disallowance of funds paid to the County as a result of the cost plan prepared pursuant to this Agreement, is the sole responsibility of the County.

Consultant shall indemnify and hold harmless County from any and all claims, demands, actions, liability or loss which may arise for or be incurred as a result of the negligent performance of this Agreement by Consultant. The Consultant's total liability under this Agreement shall not exceed the compensation received by the Consultant pursuant to the terms of this Agreement.

If the cost plan is audited, Consultant shall make all work papers available to those persons conducting the audit and shall additionally provide a maximum of two hours of consultation with the State and/or County.

I. Insurance: Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

1. General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

3. Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

Any failure of Consultant to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement. Certificates evidencing the issuance of the aforementioned insurance shall be filed with the County within ten (10) days after the date of execution of this Agreement.

J. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to a prorated amount of the total amount due under the Agreement as compensation for professional fees and expense reimbursement to be commensurate with and calculated according to the extent the plan has been completed at the date of termination and for any work necessitated by that termination.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: June 15, 2015

MGT of America, Inc.

By: 

Name: J. Bradley Burgess
Title: Partner

2251 Harvard St., Suite 134
Sacramento, CA 95815

Dated: July 6, 2015

County of Amador

By: Brian Oneto

Name: Brian Oneto
Amador County Board of Supervisors
Title: Chairman

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: July 18 2016

agf

From: Melissa Cranfill, Director of Behavioral Health
(Department Head - please type)

Phone Ext. 335

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:
07/26/2016

Department Head Signature Melissa Cranfill

Agenda Title: Mental Health America of Northern California (Patient's rights Advocate) and Amador County Behavioral Health Agreement for Fiscal year 2016-2017

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

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

The Patient's Rights Advocate shall report directly to Mental Health America and shall serve as the mandated "Office of Patient's Rights" serving Amador County Behavioral Health Services clients for purposes of rights advocacy, rights violation complaint review, and legal representation in matters of involuntary detention of clients for treatment purposes.

This agreement updates the term.

This is budgeted through the Mental Health Services Act. ✓

Recommendation/Requested Action:

Approval of the Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel Ge

Auditor JOR

GSA Director _____

CAO AL

Risk Management _____

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

Please return two original Agreements to Angie Grau in Behavioral Health.

FOR CLERK USE ONLY

Meeting Date

7-26-16

Time

9am

Item #

40

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

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

Requesting Department: Behavioral Health Services **Date of Request:** 7/12/16

Contact Name: Stephanie Hess

Phone: 209-223-6346

Estimated Total Cost: \$ 20,000

Proposed Vendor: Mental Health America

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

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

- Sole Source:** Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.
- Sole Brand:** Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.
- Exceptions:** Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply.
- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

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

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

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: Mental Health America and their local Sierra Wind Wellness Center offers services in the area of mental health patient's rights. MHA provides training and oversight to ensure the needs of consumers are being met. Mental Health America is a "peer run" organization, which means they are operated by those with personal experience as clients and family members of those with mental illness and serve to advocate on behalf of their peers—which is the primary goal of this Agreement.
"Every local mental health director is to appoint, or contract for the services of, one or more county patients' rights advocates" under WIC 5520. (Attachment A) Sierra Wind Wellness Center has acted as the "Office of Patient Rights" (again, mandated by WIC 5520) in the past with success. A thorough internet search showed that no other agencies, businesses or community organizations provide Patient Rights Advocacy for behavioral health in Amador County. (Attachment B) For this reason, and those stated above, Mental Health America is considered a sole source for this contract.

3. Was an evaluation of other equipment, products, or services performed? X Yes No
An evaluation has been completed and it has been determined that the contractor possesses and offers unique experience, knowledge, and/or facilities which are considered to be integral factors in achieving the objectives of the Department. The specific needs and requirements to utilize this contractor are determined by Behavioral Health professionals.

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

Stephanie Hess, MHSA Programs Coordinator
James Foley, HHS Director
Melissa Cranfill, Behavioral Health Director

CERTIFICATION:

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

This form was completed by:

DEPARTMENT APPROVAL: Melissa C. Hill 7-14-16
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 7/13/16
Procurement Officer / Date

ATTACHMENT A

WELFARE AND INSTITUTIONS CODE

SECTION 5520-5523

5520. Each local mental health director shall appoint, or contract for the services of, one or more county patients' rights advocates. The duties of these advocates shall include, but not be limited to, the following:

(a) To receive and investigate complaints from or concerning recipients of mental health services residing in licensed health or community care facilities regarding abuse, unreasonable denial or punitive withholding of rights guaranteed under the provisions of Division 5 (commencing with Section 5000).

(b) To monitor mental health facilities, services and programs for compliance with statutory and regulatory patients' rights provisions.

(c) To provide training and education about mental health law and patients' rights to mental health providers.

(d) To ensure that recipients of mental health services in all licensed health and community care facilities are notified of their rights.

(e) To exchange information and cooperate with the patients' rights program.

This section does not constitute a change in, but is declarative of the existing law.

ATTACHMENT B

all

Patients' Rights Advocacy Services - Health Care Agency
healthinfo.com/this/about/pr
Patients' Rights Advocacy Services work with health care providers to address behavioral health and mental health issues to support patient rights.

Patient Rights - Los Angeles County Department of Mental Health
dmh.lacounty.gov/our_services? ...
Requests to create Mental Health Care plans - Patients' Rights Advocates - information explaining Client's Rights and Responsibilities - Request for

Office of Patients' Rights - California Department of Health Care Services
www.dhcs.ca.gov/home_services
...
rights a resolution as a primary concern required in Vol Center - Mental Health Services to support requests of the Patients' Rights

Patients' Rights and Patients' Rights Advocacy Laws and Regulations
www.dhcs.ca.gov/services/ERC_Law
...
Mental Health Services approved

Patient Rights - County of San Bernardino - Department of Behavioral Health
www.sbcounty.gov/patientrights/patientrights.asp
Patients' Rights Advocates work with providers to ensure behavioral health services that meet the needs of behavioral health service recipients and their rights

Patients' Rights Advocacy Directory - Disability Rights California
www.disabilityrights.ca.gov/pira_directory.pdf
...
Patients' Rights Advocates - Family Rights Directors' Mental Health Services

Patients' Rights - Riverside County Department of Mental Health
www.rcdmh.org/Administration/Patients-Rights
...
Patients' Rights Advocates work with providers to ensure behavioral health services

MHAAC - Patients' Rights Advocates
www.mhaac.org/patients-rights-advocates.html

Google search results for "Patient Rights Advocate Services in Amador County".

Patients' Rights Advocacy Directory - Disability Rights California
www.disabilityrightsca.org/pepra_directory.pdf
Amador County - Patients' Rights Advocate Services

- Amador County - Mental Health America of Northern California
mnanca.org/amador-county
The goals of the California Program are to: 1) represent persons in services; 2) ... Patients' Rights Advocate (PRA) to ensure accessibility and...

AMADOR COUNTY
www.co.amador.ca.us/home/ShowDocument?d=15012
Health and Human Services Approval of a request for waiver or participation from
Patient's Rights Advocate (PRA) at [email]

AMADOR COUNTY
www.co.amador.ca.us/home/ShowDocument?d=20679
Administrative Agency Approval of a resolution of the Amador County Patients' Rights Advocate (PRA) at [email]

Patients' Rights Advocacy Services | Humboldt County, CA - Official ...
humboldtgov.org/431/Patients-Rights-Advocacy-Services
Patients' Rights Advocacy Services ensuring the rights of mental health consumers and ensuring...

Patients' Rights Advocate Program - Advocacy, Inc.
www.advocacy-inc.org/programs/patients-rights-advocate-program
Patients' Rights Advocate - State hospital patients to explore, address and improve
health services to ensure their civil and human rights. Patients' Rights Advocate - Health
County (2010) - CA - Freedom Advocates

Amador County Archives - NAMI California
namica.org/directory/wptd_pag/amador-county
Amador County Archives - Amador County (CA) Archives (2012) - Amador County (CA) Archives
Patients' Rights Advocate [email]


Disability Rights California - Sacramento - Housing - Housing ...



Amador County website content:

services for children and families and other at-risk residents in their local communities. (2) achieve greater participation in community based health care among underserved populations, and (3) increase community based referrals to Amador County Behavioral Health Services. Through the efforts of collaborative community partners agencies participate with us for events, activities and families from relational communities join us to access and supports groups, education classes, and training opportunities in their own communities. Check out the ... for the latest program updates.

For more information contact Marie Vander Meer at mvander@amador.org or (209) 223-1955.



Patients' Rights Advocacy

The Patients' and Family Advocate (PFA) services investigate and seek to resolve complaints from consumers who are having difficulty with mental health or community care facilities regarding admission, discharge, or care with a focus on rights guaranteed under the California Welfare and Institutions Code. To this end, the PFA represents the explicit and/or inferred interests of adult and/or minor children who have complaints related to inpatient care and at least one review hearing associated with the provision of Welfare and Institutions Code Section 5250 et seq.

For more information contact Amador County at ap@amador.org or (209) 223-1955.

NorCal MHA (Mental Health America of Northern California) | 1029 O Street, Sacramento, CA 95811 | (916) 266-4800 phone | (916) 655-3444 fax

Don't Hesitate. Donate Now!

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation.

RECITALS

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

B. Contractor is in the business of providing s a Patient's Rights Advocate ervices similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of one year from July 1, 2016 through June 30, 2017. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
 - 4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.
 - 5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.
 - 5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
 - 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

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

Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

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

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 (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability – (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

If the Contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

- 11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 11.3 Certificates of insurance and policy endorsements must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without (30) days prior written notice to the County; 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.

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

- 11.4 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.

- 11.5 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the work. If any deductible or self-insured retention is deemed unacceptable 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. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Contractor is unable to or refuses to pay the self-insured retention.

- 11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. Workers' Compensation Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, 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, officials, employees, representatives, or agents.

A Certificate of Exemption from Workers' Compensation Laws form is available for those with no employees.

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

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.
- 15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

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

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

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

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

required by law shall constitute a basis for termination of this Agreement in its entirety.

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

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

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

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

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

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

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

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

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

Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

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

Signatures on following page

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

COUNTY OF AMADOR

MENTAL HEALTH AMERICA OF
NORTHERN CALIFORNIA, a California
nonprofit corporation

BY: _____
John Plasse
Board of Supervisors

BY: _____
SUSAN GALLAGHER,
Executive Director

Federal I.D. No.: 94-1476949

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____

ATTACHMENT A - SCOPE OF WORK
FY 2016-17
Mental Health America (MHA)
Patient's Rights Advocate

Program Description

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

The Patient's Rights Advocate shall report directly to Mental Health America and shall serve as the mandated "Office of Patient's Rights" serving Amador County Behavioral Health Services clients for purposes of rights advocacy, rights violation complaint review, and legal representation in matters of involuntary detention of clients for treatment purposes.

The Patient's Rights Advocate shall provide education to current and former consumers and professionals regarding the rights of consumers. Additionally, this program will provide direct advocacy for consumers in licensed health care facilities insuring their legal due process is protected. The Patient's Rights Advocate shall include the following services:

- **Representation**: The Patient's Rights Advocate shall represent the consumer's expressed interests and participate in Certification Review hearings and other legal proceedings prescribed by law.
- **Investigation**: The Patient's Rights Advocate shall investigate rights violations and complaints from consumers perpetrated by any party against consumers of mental health services. The Patient's Rights Advocate shall document, establish a database, and mediate all Patients' Rights service requests—even if such requests do not result in an investigation. Urgent complaints shall be responded to within 24 hours and non-urgent complaints within 48 hours based upon time of receipt.
- **Education**: The Patient's Rights Advocate shall educate consumers and professionals about the laws and policies governing patients' rights and the responsibilities for reporting, investigating, and resolving patients' rights violations at the lowest level and in the most timely manner possible.
- **Monitoring**: The Patient's Rights Advocate shall ensure the monitoring of acute, sub-acute, and residential mental health facilities for compliance with the law in all matters relative to the treatment and care of mental health consumers, and in accordance with the W&I Code Section 5325.
- **Cooperation and Exchange of Information**: The Patient's Rights Advocate shall ensure the cooperation and

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

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

Target Population

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

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

Program Objectives

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

ATTACHMENT B - FEE SCHEDULE
 FY 2016-17
Mental Health America (MHA)
Patient's Rights Advocate
Program Budget

1. PERSONNEL EXPENDITURES

a. Job Title/Funding source Patient's Rights Advocate	\$ 12,500
	\$ 2,750
b. Taxes and Employees Benefits (22%)	\$ 15,250
Personnel Sub Total	\$ 15,250

2. OPERATING EXPENDITURES

a. Training and Education	\$ 591
b. Travel and Transportation	\$ 450
c. Incidental program expenses	\$ 0
d. Volunteer Stipends	\$ 0
d. Telecommunications	\$ 600
e. Rent, Utilities and Equipment	\$ 500
Operating Sub Total	\$ 2,141
Total Indirect Costs	\$ 2,609

3. INDIRECT COSTS (15%)
AMOUNT NOT TO EXCEED

\$ 20,000

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the "Contractor"), certifies as follows:

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

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

Printed Name: Susan Gallagher Date

Title: Executive Director

Signature:

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2016, made and entered into by and between the County of Amador and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation.

(“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

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, HITECH regulations, 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.
 - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
 - b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including,

but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103

- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose 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. 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 that is created, received, maintained or transmitted 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 that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent

recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be required by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. 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, including any breach as required in Section 164.410 or security incident. 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 that is created, received, maintained or transmitted 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, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

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, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

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

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

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

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

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

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

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

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

Amador County Behavioral Health
Department ("Covered Entity")

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

By: _____
Melissa Cranfill
Director of Behavioral Health Department

By: _____
SUSAN GALLAGHER
Executive Director

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2016

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

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

PRODUCER Purves and Associates 500 4th Street Davis, CA 95616	CONTACT NAME: PHONE (A/C, No, Ext): (530) 756-5561		FAX (A/C, No): (530) 756-4641
	INSURER(S) AFFORDING COVERAGE		
INSURER A: Philadelphia Indemnity Ins.			NAIC #
INSURED Mental Health America of Northern California 1908 O Street Sacramento, CA 95811	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPK1488067	06/20/2016	06/20/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			PHPK1488067	06/20/2016	06/20/2017	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			PHPK1488067	06/20/2016	06/20/2017	Per Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Amador, its officials, employees, and volunteers are an additional insured in regards to general liability, per the attached blanket additional insured endorsement.

CERTIFICATE HOLDER

CANCELLATION

Amador County Office of Risk Management Its agents, officials, employees and volunteers 810 Court Street Jackson, CA 95642	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brittany Stover</i>
---	---

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:	
07/26/2016	

To: Board of Supervisors

Date: July 18 2016

Agenda

From: Melissa Cranfill, Director of Behavioral Health Phone Ext. 335
 (Department Head - please type)

Department Head Signature Melissa Cranfill

Agenda Title: Mental Health America of Northern California (Prevention and Early Intervention) and Amador County Behavioral Health Agreement for Fiscal year 2016-2017

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

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

As a result of the strong community engagement, Mental Health America will continue their successful efforts by continuing outreach events through the Prevention and Early Intervention (PEI) component of MHSA.

This is budgeted through the Mental Health Services Act. ✓

Recommendation/Requested Action:

Approval of the Agreement

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

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: _____

Request Reviewed by:

Chairman _____ Counsel GO
 Auditor JGR GSA Director _____
 CAO [Signature] Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9am Item # 4C

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



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES
CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

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

Requesting Department: Behavioral Health **Date of Request:** 7/12/16

Contact Name: Stephanie Hess **Phone:** 209-223-6346

Estimated Total Cost: \$ 70,000 **Proposed Vendor:** Mental Health America

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

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

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

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

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

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

INSTRUCTIONS

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

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

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary:

In 2014, NorCal MHA was awarded the Innovations contract through the RFP process (RFP No. 13-18). During this RFP process, NorCal MHA was the only applicant to respond. In the three years that this contract was in effect, NorCal MHA proved very successful in their efforts to engage the LGBTQ community and implement stress reduction techniques by using the Labyrinth model.

Research was conducted to determine that Mental Health America is the only peer-run organization that offers services in Amador County. According to the National Empowerment Center which lists Consumer-Run Statewide Organizations, only two were listed in California. The first organization listed was CAMPHRO (California Association of Mental Health Peer Run Organizations). CAMPHRO lists the associations listed in its memberships; all but Mental Health America were specific to a geographic area or city. Mental Health America is the only organization listed that provides services in more than one county. The second organization was Project Return Peer Support Network which is located in Southern California. (Attachment A)

The services listed in this contract have been determined to be unique due to the limited availability in this rural community for the LGBTQ population. The services provided in this contract are the only support groups available in Amador County for this underserved population and their families. In our research, we found that at one point, there was another provider, the Motherlode Pride Center. However, in the past two years, the Motherlode Pride Center and MHA have collaborated and now the MHA peer-run Sierra Wind Wellness Center serves as the Motherlode Pride Center's headquarters. (See Attachment B which is a print out from the Amador Chamber of Commerce showing the address for the Motherlode Pride Center which is the same as Sierra Wind Wellness Center. Also refer to Attachment C which is the Motherlode Pride Center's Facebook page post showing that Marla, from MHA is now the coordinator for the Motherlode Pride Center.) Additionally, a search for other LGBTQ services in Amador County was conducted via internet and it was found that the only services being provided in Amador are those being conducted through MHA (please see Attachments D).

The Labyrinth stress reduction technique has also been assessed and determined to be a unique method which adults, youth and older adults have continued to benefit. No other agency has introduced this model until Mental Health America began doing so in 2014. An internet search shows that all Labyrinth-related events or activities in Amador County are conducted through MHA (please see Attachment E). Based upon our research, no other agency, community organization or business is providing this service in Amador County.

For the reasons stated above, Mental Health America is considered a sole source for this contract.

3. Was an evaluation of other equipment, products, or services performed? Yes No
An evaluation has been performed and no other sources are available to perform the services in this contract. The specific needs and requirements to utilize this contractor are determined by Behavioral Health professionals.

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

Stephanie Hess, MHPA Programs Coordinator
James Foley, HHS Director
Melissa Cranfill, Behavioral Health Director

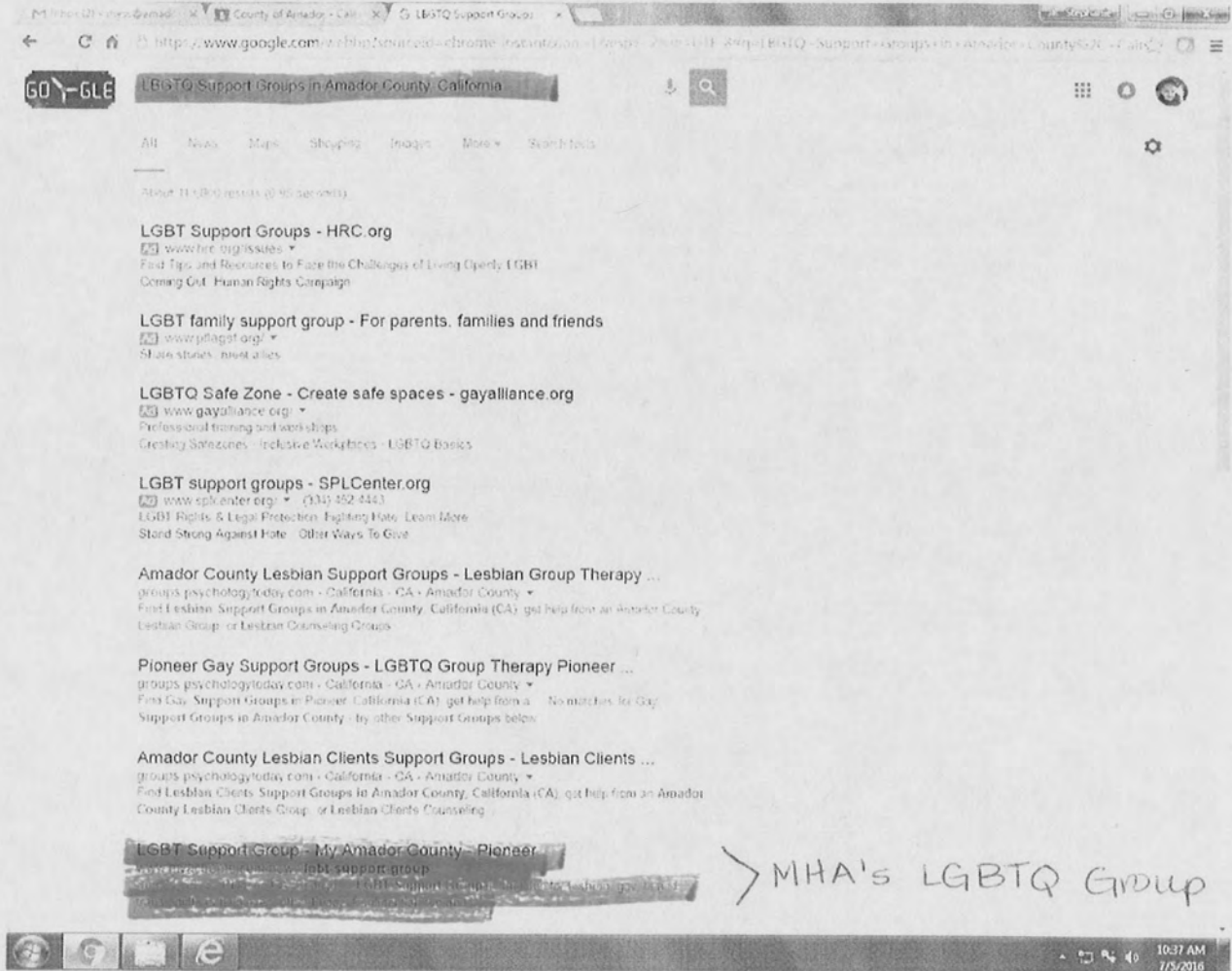
CERTIFICATION:

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

This form was completed by:

DEPARTMENT APPROVAL: Melissa Cranfill 7-14-16
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 7/18/16
Procurement Officer / Date



LGBT Support Group - My Amador County - Pioneer ...
www.pioneerpsychology.com/.../lgbt-support-group

> MHA's LGBTQ Group

Shop Our Full Inventory Online! **CLICK HERE**




TUE 87°F
WED 89°F
THU 91°F

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MY AMADOR COUNTY

Jackson, CA [Change](#)

an Amador County community

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COMMUNITY

LGBT Support Group

Via Press Release
DATE: 05/13/2016
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LIKE 0 COMMENT 0



LGBT Support Group in Jackson for lesbian, gay, bi and trans adults is held every other Friday. Confidential, fun and safe environment. Make new friends and help build community. There is also a group for parents and family of LGBTQ individuals (youth and adults). This group meets every other Thursday in Jackson. An LGBTQ Youth Support Group will be starting in Jackson, as well. For more information about any of these groups, contact Maria at (209) 256-3750. Ask about other pending classes, groups and gatherings sponsored by the Mother Lode Pride Center.

[Comment](#) | [Report abuse](#)

[Write a comment](#)

The Ford Holiday
Sales Event



Save big on



Labyrinth Walks in Amador County

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About 7,000 results (0.15 seconds)

Labyrinth Walks & Events - veriditas.org

www.veriditas.org
Experience the Labyrinth with us at one of our labyrinth workshops
What is a Labyrinth? Calendar

The Labyrinth Society Events Calendar - World Labyrinth Day Walk
The Labyrinth Society is pleased to announce the 2016 World Labyrinth Day Walk on June 28th. This is a special day for labyrinth walkers from all over the world to gather and walk together. The walk will be held at the Amador County Chamber of Commerce in Yuba City, CA. For more information, please visit our website.

Events for June 28, 2016 - Amador County Chamber of Commerce
Amador County Chamber of Commerce
Amador County Chamber of Commerce
Amador County Chamber of Commerce
Amador County Chamber of Commerce

Upcoming Events - Deterl Park - Amador County Chamber of
Amador County Chamber of Commerce
Amador County Chamber of Commerce
Amador County Chamber of Commerce
Amador County Chamber of Commerce

1 - World-Wide Labyrinth Locator - Locate a Labyrinth
labyrinthlocator.com/locate-a-labyrinth?state=CA&country=United States
Help: Click on a Labyrinth photo. Tap/Guide Name. Address. View map. Directions/notes. A rustic Church has a labyrinth located on its property in rural Humboldt County. Visitors are walking the Labyrinth at St. Philips. Address: Making a circle

4 - World-Wide Labyrinth Locator - Locate a Labyrinth
labyrinthlocator.com/locate-a-labyrinth?state=CA&country=United States
Guided Labyrinth Walks are available with spa admission. Type: Medieval 7-circuit stone. Labyrinth based on Chartres pattern. Material: Rock or Garden

SAVE THE DATE! Join The Labyrinth - Amador Wellness Day
Join us for a special day of wellness and community. We will be holding a guided labyrinth walk as part of our Amador Wellness Day. The walk will be held at the Amador County Chamber of Commerce. For more information, please visit our website.

Have you heard about labyrinths? Do you... Made Vander Meer

Amador Wellness Day
April 12 · 🌐

SAVE THE DATE! Join The Labyrinth Project in Amador County's first celebration of **WORLD LABYRINTH DAY**. Walk as One at 1:00 on May 7, at Detert Park. The event begins at 12:00 and ends at 3:00. World Labyrinth Day is a global day of celebration of the labyrinth, and is a chance to walk in solidarity to promote world peace. Walk together with your community and be part of the power of compassion and joy that will be felt around the globe. For more information, call The Labyrinth Project at 266-3750.

English (U.S.) Español Português (Brasil) Français (France) Deutsch +

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Facebook © 2016

To see more from Amador Wellness Day on Facebook, log in or create an account.

Sign Up Log In

This event has passed

Love is Stronger Than Hate

June 19

« Rafting on the Mokelumne River for Father's Day

Bingo @ Pioneer Veteran's Hall »



Please join our Motherlode LGBTQ Community as we gather for memorial labyrinth walk in support for, and in solidarity with, the victims and survivors of the the Orlando shootings.

Let us stand together against hate and violence. Let us reaffirm the healing power of love, compassion and community.

All people of conscience are welcome.

Times: Potluck gathering 4pm to 6pm. Memorial Labyrinth walk 6pm to 8pm.

For more questions/information contact Marla at 209-256-3750

GOOGLE CALENDAR ICAL EXPORT

Details

Date:
June 19
Event Categories:
Family Event, Organization

Venue

Delett Park
Hwy 49/88
Jackson, CA 95642 United States
Google Map

Because LOVE is a verb
To love means to act ~ to "do something"
And so we are





8pm Meeting will be held in the multi-purpose room at

[Find out more >](#)

2nd Annual Grandparent's Picnic!

June 28

Detert Park, Hwy 49/88
Jackson, CA 95642 United States [Google Map](#)



Second Annual Grandparent's Picnic!
Tuesday, June 28, 2016 11:00 - 3:00 Detert Park

FREE EVENT FOR GRANDPARENTS & GRANDKIDS OF ALL AGES!

For more information call
Moris at: 209-256-1760

FREE event for grandparents & grandkids of all ages! Picnic (food and drink provided) - Photo Booth - Crafts - Labyrinth Walking - Games - Face

[Find out more >](#)

[Previous Day](#)

[Next Day](#)
[EXPORT DAY'S EVENTS](#)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation.

RECITALS

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

B. Contractor is in the business of providing a stress reduction project and LGBTQ Support groups similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of one year from July 1, 2016 through June 30, 2017. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.

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

6. SUPERVISION OF THE WORK.

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

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

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.

8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by

Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

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

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 (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability – (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

If the Contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

- 11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 11.3 Certificates of insurance and policy endorsements must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without (30) days prior written notice to the County; 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.

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

- 11.4 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.

- 11.5 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the work. If any deductible or self-insured retention is deemed unacceptable 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. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Contractor is unable to or refuses to pay the self-insured retention.

- 11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. Workers' Compensation Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, 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, officials, employees, representatives, or agents.

A Certificate of Exemption from Workers' Compensation Laws form is available for those with no employees.

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

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.
- 15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

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

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

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

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

required by law shall constitute a basis for termination of this Agreement in its entirety.

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

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

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

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

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

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

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

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

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

Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

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

Signatures on following page

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

COUNTY OF AMADOR

MENTAL HEALTH AMERICA OF
NORTHERN CALIFORNIA, a California
nonprofit corporation

BY: _____
John Plasse
Board of Supervisors

BY: _____
SUSAN GALLAGHER,
Executive Director

Federal I.D. No.: 94-1476949

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____

ATTACHMENT A – SCOPE OF WORK

FY 2016-17

Mental Health America (MHA) PEI Labyrinth Stress Reduction Project and LGBTQ Support Groups

Background

From 2014-16, Amador County Behavioral Health Services funded an Innovations Project through NorCal Mental Health America. During this time, thousands of residents of Amador County participated in Wellness Day activities, stress reduction support groups and trainings, and demographic data collection activities. These efforts culminated in the recent formation of a new walking labyrinth project aimed at increasing access to timely services and reducing isolation and risk factors for individuals living in rural communities within Amador County.

As a result of the strong community engagement and subsequent cessation of the Innovation phase of MHA funding, NorCal MHA will continue these successful efforts by continuing community labyrinth walks and outreach events through the Prevention and Early Intervention (PEI) component of MHA. Additionally, NorCal MHA shall continue its monthly LGBTQ support groups for TAY, adult, older adults and family members; thereby increasing natural supports for LGBTQ communities in Amador County while also improving access to timely behavioral health services as needed.

Program Description

NorCal MHA will utilize a full time Program Coordinator (PC) to provide the Labyrinth stress reduction services as a method for outreach and engagement in isolated, rural parts of Amador County and to the underserved communities living in these regions; ultimately increasing knowledge and understanding pertaining to mental health and improving timely access to Behavioral Health services.

The PC will provide 12 Labyrinth walks in the community throughout the year; targeting older adults, veterans, parents/caregivers, TAY, Spanish speaking, and LGBTQ communities and those at risk for developing a mental illness.

The PC will provide 12 LGBTQ support groups in the community throughout the year; targeting transition aged youth, adults and older adults. The PC will provide resources related to the community defined Family Acceptance Project for TAY and their families; and increase linkage and access to timely services for LGBTQ populations in Amador County.

Program Objectives:

1. Provide 12-15 labyrinth activities/walks in the community each year, including rural, isolated areas in Amador County.
2. Provide at least 1 LGBTQ support group each month in Amador County.
3. Improve holistic health and emotional well-being for participants in Amador County.
4. Provide referral, linkage and system navigation services to participants demonstrating a higher need for behavioral health services.

5. Foster resilience in participants to aid in the prevention of mental illness.
6. Increase timely access to mental health services in Amador County.
7. Reduce risk of suicide in older adults, adults, veterans, and TAY.
8. Reduce risk of isolation, depression and suicide in LGBTQ communities throughout Amador County.
9. Track and measure services provided to participants using sign in sheets, demographic surveys, and/or other surveys created by ACBHS and/or NorCal MHA.
10. Participate in local stakeholder meetings and community events in Amador County fostering community outreach and promoting accessing to services.

Target Population

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

- Adults
- Older Adults
- Transitioned Aged Youth
- Veterans
- At risk of mental illness
- LGBTQ
- Latino community

ATTACHMENT B – FEE SCHEDULE

FY 2016-17

Program Budget

1. PERSONNEL EXPENDITURES

a. Program Coordinator (@ 1.0 FTE)	\$40,000
b. Taxes and Employees Benefits (24%)	\$ 9,600

**Personnel
Sub Total** \$ 49,600

2. OPERATING EXPENDITURES

a. Communication	\$2,000
b. Materials/Supplies	\$2,970
c. Travel & Transportation	\$2,800
d. Equipment Maintenance/Insurance	\$1,500
d. Trainings, Meetings, Conferences	\$2,000

**Operating Sub
Total** \$11,270

3. INDIRECT COSTS (15%)

Total Indirect Costs \$9,130

AMOUNT NOT TO EXCEED

\$70,000

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the "Contractor"), certifies as follows:

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

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

Printed Name: Susan Gallagher Date

Title: Executive Director

Signature:

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2016, made and entered into by and between the County of Amador and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the “Contractor”).

RECITALS

- A. Amador County has entered into the Agreement whereby MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
- 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, HITECH regulations, 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.
 - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
 - b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including,

but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103

- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose 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. 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 that is created, received, maintained or transmitted 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 that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent

recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be required by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. 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, including any breach as required in Section 164.410 or security incident. 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 that is created, received, maintained or transmitted 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, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

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, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

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

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

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

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

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

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

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

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

Amador County Behavioral Health
Department ("Covered Entity")

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

By: _____
Melissa Cranfill
Director of Behavioral Health Department

By: _____
SUSAN GALLAGHER
Executive Director

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Purves and Associates, 500 4th Street, Davis, CA 95616
CONTACT NAME:
PHONE (A/C, No, Ext): (530) 756-5561
FAX (A/C, No): (530) 756-4641
INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Ins.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Errors & Omissions.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Amador, its officials, employees, and volunteers are an additional insured in regards to general liability, per the attached blanket additional insured endorsement.

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

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:	
07/26/2016	

To: Board of Supervisors
 Date: July 18 2016

Agenda

From: Melissa Cranfill, Director of Behavioral Health Phone Ext. 335
 (Department Head - please type)

Department Head Signature Melissa Cranfill

Agenda Title: Mental Health America of Northern California (Wellness Center) and Amador County Behavioral Health Agreement for Fiscal year 2016-2017

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

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

This agreement is for a facility and services in the development, implementation and operation of the Sierra Wind Wellness and Recovery Center in Amador County

The agreement changes the term and the budget has increased by \$60,000. This is budgeted through the Mental Health Services Act.

Recommendation/Requested Action:

Approval of the Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GC
 Auditor JOR GSA Director _____
 CAO AL Risk Management _____

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

Please return two original Agreements to Angie Grau in Behavioral Health.

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9am Item # 4D

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

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

Requesting Department: Behavioral Health Services **Date of Request:** 04/25/2016

Contact Name: Angie Grau

Phone: 209-223-6814

Estimated Total Cost: \$ 365,000.00 **Proposed Vendor:** Mental Health America- Sierra Wind Wellness Center.

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

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

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

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

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

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

INSTRUCTIONS

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

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

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

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

These services have been evaluated and determined to be unique due to this is a local Mental Health Wellness Center whom our clients are referred to and support client employment. The specific unique needs and requirements for this center are determined by Behavioral Health professionals.

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

CERTIFICATION:

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

This form was completed by:

DEPARTMENT
APPROVAL:

[Signature] 4/24/16
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT
APPROVAL:

[Signature] 4/26/16
Procurement Officer / Date

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation.

RECITALS

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

B. Contractor is in the business of providing a Wellness Center similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of one year from July 1, 2016 through June 30, 2017. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
 - 4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.
 - 5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.
 - 5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
 - 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.

8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by

Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

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

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 (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability – (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

If the Contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

- 11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 11.3 Certificates of insurance and policy endorsements must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without (30) days prior written notice to the County; 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.

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

- 11.4 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.

- 11.5 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the work. If any deductible or self-insured retention is deemed unacceptable 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. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Contractor is unable to or refuses to pay the self-insured retention.

- 11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. Workers' Compensation Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, 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, officials, employees, representatives, or agents.

A Certificate of Exemption from Workers' Compensation Laws form is available for those with no employees.

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

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

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

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

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

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

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

required by law shall constitute a basis for termination of this Agreement in its entirety.

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

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

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

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

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

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

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

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

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

Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

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

Signatures on following page

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

COUNTY OF AMADOR

MENTAL HEALTH AMERICA OF
NORTHERN CALIFORNIA, a California
nonprofit corporation

BY: _____
John Plasse
Board of Supervisors

BY: _____
SUSAN GALLAGHER,
Executive Director

Federal I.D. No.: 94-1476949

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____

ATTACHMENT A – SCOPE OF WORK

FY 2016/17

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

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

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

Program Services

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

- Warm line: MHA/the Wellness Center will provide consumer support to consumers, family members and care givers over the phone, during business hours, through the availability of a “warm line.”
- Phone center: A phone will be available at the center for the use of consumers in resolving daily personal business in the local calling area.
- Employment information and assistance: MHA/the Wellness Center will provide education about existing community resources, referrals to existing employment programs, direct assistance in obtaining basic supplies related to work and educational endeavors;
- Childcare assistance: MHA/the Wellness Center will provide information about existing community resources related to child care, providing referrals to qualified providers, education about child care and parenting issues, participate in processing child care assistance benefits;
- Transportation services: MHA/the Wellness Center will educate consumers about transportation options, provide direct assistance through bus passes, and provide limited transportation services for consumers as available;
- Outreach services: MHA/the Wellness Center will provide general outreach to those with serious mental illness and/or emotional disturbance and those who may be at risk of mental illness throughout Amador and will provide information about available services through a variety of media;
- Computer skills: assisting consumers in learning and using basic computer skills and access to internet.
- Advocacy and meetings: Mental Health America staff and volunteers will participate in meetings and committees related Behavioral Health Services and will advocate for consumers in their efforts. MHA/ The Wellness Center staff and volunteers will also participate in the development and implementation of projects for Suicide Prevention, Sigma Reduction, and Innovation.
- Program Evaluation: Services will be evaluated on a quarterly basis by reviewing the benchmarks and trends of previously mentioned objectives. Quarterly program reports and monthly financial reports will be provided to BHD in the format they prescribe. Data collected will be used to evaluate and adjust program service delivery and to track program progress and outcomes.
- Peer Partner Program: In order to increase system-wide capacity, access to services, and a seamless service experience, the Peer Partner Program offers funding to contractors such as MHA to provide stipends to peers (those with similar experiences as others being served) in their system who support others in accessing needed services. With this funding MHA shall provide stipends to consumers who provide support, transportation, and/or assistance to other consumers in getting to doctor’s appointments (physical and/or mental health), navigating the social service system, navigating the school system, or helping with other processes that support overall emotional wellbeing of the consumer involved. MHA shall provide training

to the peer partner providing support regarding healthy boundaries, confidentiality, and safety, and screened for a criminal background. Preferred stipends are \$25.00 cards from a local grocer and/or gas station in exchange for each episode of support. Episodes of support shall be logged on the attached form and turned in quarterly.

Target Population

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

- Youth (Age 13-17)
- Transition Age Youth (Age 18-24)
- Adults (Age 18-59)
- Latino / Spanish Speaking Community
- Veterans & Their Families
- Single Parents
- Homeless
- LGBTQ

Program Objectives

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

- 10. Participate in local meetings, forums, and events to foster collaboration and community outreach.
- 11. Purchase and provide at least 40 stipends each quarter to trained peers who provide support to other peers in accessing needed services; log episodes of support on the attached form and submit quarterly.

ATTACHMENT B – FEE SCHEDULE
 FY 2016-17
 Mental Health America (MHA)
 Sierra Wind Wellness & Recovery Center

Program Budget

1. PERSONNEL EXPENDITURES

a. Job Title/Funding source	
Program Coordinator	\$ 55,000
Program Supervisor	\$ 40,000
Peer Support Specialist (\$15/hr @ 30hrs/wk)	\$ 23,400
Peer Support Specialist (\$15/hr @ 30 hrs/wk)	\$ 23,400
Peer Support Specialist (\$15/hr @ 37.5 hrs/wk)	\$ 29,250
b. Taxes and Employees Benefits (24%)	\$ 41,052

Personnel Sub Total	\$ 212,102
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2. OPERATING EXPENDITURES

a. Training and Education	\$ 9,050
b. Travel and Transportation	\$ 8,263
c. Incidental program expenses	\$ 5,065
d. Volunteer Stipends	\$ 6,000
e. Peer Partner Program Stipends	\$ 5,000
d. Telecommunications	\$ 8,902
e. Rent, Utilities and Equipment	\$ 47,000

Operating Sub Total	\$ 89,280
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3. ALLOCATED COSTS

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

Total Allocated Costs	\$ 16,000
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SUBTOTAL	\$ 317,382
-----------------	-------------------

4. INDIRECT COSTS (15%)	\$ 47,607
--------------------------------	------------------

AMOUNT NOT TO EXCEED

\$ 365,000

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the “Contractor”), certifies as follows:

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

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

Printed Name: Susan Gallagher Date

Title: Executive Director

Signature:

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2016, made and entered into by and between the County of Amador and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

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, HITECH regulations, 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.
 - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
 - b. Business Associate shall have the meaning given to such term under

the Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103

- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose 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. 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 that is created, received, maintained or transmitted 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 that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its

employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be require by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. 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, including any breach as required in Section 164.410 or security incident. 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 that is created, received, maintained or transmitted 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, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other

representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

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, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

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

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

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

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

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

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

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

Amador County Behavioral Health
Department ("Covered Entity")

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

By: _____
Melissa Cranfill
Director of Behavioral Health Department

By: _____
SUSAN GALLAGHER
Executive Director

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2016

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

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

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

INSURED Mental Health America of Northern California 1908 O Street Sacramento, CA 95811
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1488067	06/20/2016	06/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1488067	06/20/2016	06/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			PHPK1488067	06/20/2016	06/20/2017	Per Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Amador, its officials, employees, and volunteers are an additional insured in regards to general liability, per the attached blanket additional insured endorsement.

CERTIFICATE HOLDER Amador County Office of Risk Management its agents, officials, employees and volunteers 810 Court Street Jackson, CA 95642	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brittany Boser</i>
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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:	
07/26/2016	

Agg.

To: Board of Supervisors
 Date: July 18 2016

From: Melissa Cranfill, Director of Behavioral Health Phone Ext. 335
 (Department Head - please type)

Department Head Signature Melissa Cranfill

Agenda Title: Mental Health America of Northern California (Consumer Advocates) and Amador County Behavioral Health Agreement for Fiscal year 2016-2017

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

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

This agreement is for two Consumer advocates, who function as a liaison between public mental health clients and their families and the Amador County Behavioral Health Department.

The agreement changes the term. This is budgeted through the Mental Health Services Act. ✓

Recommendation/Requested Action:
Approval of the Agreement

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

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A
 Committee Recommendation: _____

Request Reviewed by:
 Chairman _____ Counsel GC
 Auditor JOR GSA Director _____
 CAO al Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9 am Item # 4E
 Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

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



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

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

Requesting Department: Behavioral Health Services **Date of Request:** 7/12/16

Contact Name: Stephanie Hess

Phone: 209-223-6346

Estimated Total Cost: \$ 130,000

Proposed Vendor: Mental Health America-
Consumer Advocates

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

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

- Sole Source:** Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.
- Sole Brand:** Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.
- Exceptions:** Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply.
- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

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

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

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary:

Mental Health America is the only organization currently operating in Amador County with the mission of hiring those with personal experience with mental illness in order to advocate on behalf of their peers, as required by this Agreement. Mental Health America is a "peer run" organization, which means they are operated by those with personal experience as clients and family members of those with mental illness and serve to advocate on behalf of their peers—which is primary goal of this Agreement. An internet search was conducted to insure no other agencies, community organizations or businesses provide Client and Family Advocacy services in Amador County. (Attachment A) One other agency was found to provide Client and Family Advocacy/Liaison services in the Sacramento area—however, they do not currently offer services in Amador County. (Attachment B) Additionally, the county has contracted with Mental Health America for Client and Family Liaisons in the past with particular success. For this reason, and those stated above, Mental Health America is considered a sole source for this contract.

3. Was an evaluation of other equipment, products, or services performed? X Yes No
An evaluation was completed and it has been determined that the contractor possesses and offers unique experience, knowledge and facilities which are considered to be integral factors in achieving the objectives of the department. The specific needs and requirements to utilize this contractor are determined by Behavioral Health professionals.

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

Stephanie Hess, MHSA Programs Coordinator
James Foley, HHS Director
Melissa Cranfill, Behavioral Health Director

CERTIFICATION:

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

This form was completed by:

DEPARTMENT APPROVAL: Melissa C. [Signature] 7/14/16
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 7/14/16
Procurement Officer / Date

ATTACHMENT A



Consumer Advocacy in Amador County

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About 29,800 results (0.97 seconds)

Top Consumer Protection Lawyers in Amador County, CA | FindLaw
lawyers.findlaw.com - Consumer Protection - California
Results 1 - 20 of 79 - Search law firms at FindLaw. Find top Amador County, CA Consumer Protection lawyers and attorneys.

- Adult Advocacy and Peer Support
mhaca.org/adult-advocacy-and-programs
Home Adult Advocacy and Peer Support Amador County Consumer Advocacy Consumer Operated Waivers Expert Panel Speakers Bureau Family

Programs - Mental Health America of Northern California
www.mhaca.org/programs.php
Mental health consumers are included as part of our volunteer staff and are provided a peer-led self-help center offering advocacy, support, benefits acquisition, culturally. The program is funded with MHSA funds through Amador County.

AMADOR COUNTY
www.co.amador.ca.us/Home/ShowDocument?id=206729 - Amador County, California
Jun 9, 2016 - Consumer Advocates Liaison which functions as a liaison between people in the field. The budget includes two Consumer Advocates that has

Amador County : Law Library
www.co.amador.ca.us/departments/library/law-library - Amador County, California
It has the most comprehensive list of free and low-cost legal providers. Consumer Forms are also available. California Code of Regulations - California Court

Amador County : Amador Fire Protection District
www.co.amador.ca.us/amador-fire-protection-district - Amador County, California
The Amador Fire Protection District (AFPD) was organized in 1990 by approval of the voters and resolution of the Amador County Board of Supervisors.

AMADOR COUNTY
www.co.amador.ca.us/home/ShowDocument?id=15012 - Amador County, California
Jun 24, 2014 - California for providing a Consumer Advocate/Liaison which functions. Rules Advocate and shall serve as the mandated Office of Patient's

National - Advocacy/Law - ADA, Housing, Health Care. More Amador ...
www.co.amador.ca.us/home/ShowDocument?id=15012

ATTACHMENT B

Google Consumer Advocacy for Behavioral Health in Amador County

All News Maps Shopping Images More Search filters

Found 3716 results (1.02 seconds)



Consumers Self Help Center
No reviews Wellness Program
1655 River Park Dr (916) 333-3800

Website Directions

Mental Health America of Northern California
1 re-view Mental Health Service
1908 O St (916) 366-4800

Website Directions

Programs - Mental Health America of Northern California
www.mhaca.org/programs.php
Mental Health consumers are included as part of our volunteer staff and are provided...
MHA funds through Amador County Behavioral Health Services. Advocates work within the Sacramento County's mental health system to:

- Adult Advocacy and Peer Support - Mental Health America of ...
mhaca.org/adult-advocacy-and-programs
Home Adult Advocacy and Peer Support Amador County Consumer Advocacy, Consumer Operated Families, Expert Peer / Spokesperson, Family

Press Amador County - California Institute for Behavioral Health Solutions
www.cihsa.org/sites/main/files/inline_attachments/amador_submitted_to_state_press.pdf
May 12, 2016 Judge Amador County Superior Court Kelly Trotter NAME Char Person, Kim Shantz Consumer Advocate, Linda Phelps Consumer Advocate

Amador County : Mental Health
www.co.amador.ca.us/behavioral-health/mental-health Amador County, California
Home of Amador County's Behavioral Health programs and services - Mental Health Services

days until
New Year 2017



CONSUMERS SELF HELP CENTER

The mission of Consumers Self Help is to develop and implement Consumer driven programs and services based on the self help philosophy to empower individuals with psychiatric disabilities. The agency consists of the following different programs located at five separate sites:

Wellness & Recovery Center - North
9719 Lincoln Village Drive, Suite 300
Sacramento, CA 95827
(916) 485-4175
Mon-Sat See Calendar for Hours
Sunday Closed

Wellness & Recovery Center - South
7000 Franklin Blvd., Suite 200
Sacramento, CA 95823
(916) 394-9195
Mon-Sat See Calendar for Hours
Sunday Closed

Office of Patients' Rights
Sacramento County
(916) 333-3800

Office of Patients' Rights
Yolo County
(877) YOLO PRA
(877) 965-6772

Office of Patients' Rights
San Joaquin County
(209) 468-8676

Office of Patients' Rights
Contra Costa County
(925) 293-4942
(844) 666-0472

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation.

RECITALS

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

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

conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of one year from July 1, 2016 through June 30, 2017. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

- 5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.
- 5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
- 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

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

any other persons performing any of the Work under a contract with Contractor.

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.

8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its

employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

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

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 (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability – (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

If the Contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11.3 Certificates of insurance and policy endorsements must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without (30) days prior written notice to the County; 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.

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

11.4 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.

11.5 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the work. If any deductible or self-insured retention is deemed unacceptable 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. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Contractor is unable to or refuses to pay the self-insured retention.

- 11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. Workers' Compensation Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, 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, officials, employees, representatives, or agents.

A Certificate of Exemption from Workers' Compensation Laws form is available for those with no employees.

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

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

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

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

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

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

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

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or

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

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

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

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

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

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

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

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

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

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the

State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

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

Signatures on following page

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

COUNTY OF AMADOR

MENTAL HEALTH AMERICA OF
NORTHERN CALIFORNIA, a California
nonprofit corporation

BY: _____

John Plasse
Board of Supervisors

BY: _____
SUSAN GALLAGHER,
Executive Director

Federal I.D. No.: 94-1476949

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____

ATTACHMENT A – SCOPE OF WORK
FY 2016/17
Mental Health America (MHA)
Consumer Advocate / Primary Care Liaison

Program Description

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

The Consumer and Family Advocate/Liaison (CFA) represents the interests and concerns of public mental health clients and their families receiving public mental health services in Amador County. Under the direct supervision of the Associate Director of Mental Health America of Northern California (NorCal MHA), the CFA functions as a liaison between public mental health clients and their families and the Amador County Behavioral Health Services (ACBHS) Department. The CFA also acts as a liaison to key resources in the community, including the Sierra Wind Wellness and Recovery Center, and will provide linkages and support for needed resources, such as primary care providers and housing. This Agreement funds two (2) CFA positions for the following discrete functions, including those bulleted below:

Quality Improvement CFA

One CFA will be embedded in the Amador County Behavioral Health (ACBH) office to provide advocacy and promote recovery concepts from within the system. This CFA will spend one (1) day at the Sierra Wind Wellness and Recovery Center each week in order to provide outreach and engagement services to ACBH and other resources from that location. The equivalent of one (1) day throughout the week will be spent in the field connecting with other resources to raise awareness of mental health issues and other existing community resources. This CFA will serve on the department's leadership and quality improvement teams.

Mobile Crisis Stabilization CFA

Another CFA will support the department's Mobile Crisis Stabilization team, which will serve those with serious mental illness who are in crisis, de-escalating from a crisis, and/or being discharged from a hospital (either emergency or psychiatric) in order to prevent hospitalization or re-hospitalization (if at all possible). The team will include a full-time Clinician, along with a full-time CFA. The team will ensure the individual is promptly assessed for serious mental illness (to be seen by ACBH) and will schedule priority appointments with a clinician and psychiatrist. The team will also assess for Full Service Partnership eligibility and will assist with obtaining MHSA Housing Program funds for motel vouchers or move-in assistance and other resources if needed. The CFA will provide individual Wellness Recovery Action Plans (WRAP) in the field (i.e., a client's home).

Both CFAs will:

- Represent the needs and concerns of targeted populations and serve as their identified liaison related to advocacy needs both within ACBHS and the community (i.e. primary care providers or Sierra Wind) through contact with all new ACBHS clients.
- Coordinate and collaborate with public, private, and nonprofit entities to meet client needs—including but not limited to local primary care providers.
- Provide client/family leadership on coalitions, committees, and workgroups.
- Advocate for system transformation, fostering client driven and recovery services in Amador County.
- Assess the advocacy, mental health treatment, and other needs of targeted groups or individuals.
- Research and evaluate appropriate resources and develop recommendations to meet identified needs.
- Research and develop recommendations for best practices related to wellness, recovery and client/family driven systems of care.
- Build and expand upon the capacity of current clients and family members receiving services and work towards elevating their role in system planning and development.
- Provide outreach and education to clients and family members and foster their involvement in program planning and policy recommendations in the mental health system.
- Maintain knowledge of best practices in self-help support, recovery driven services and evidenced based practices related to peer support and advocacy.
- Maintain knowledge of current laws, legislation issues impacting mental health clients.
- Maintain familiarity with local governing body, advisory boards, etc.
- Maintain knowledge of the Mental Health Services Act, its core elements, and various components.
- Maintain knowledge of Wellness, Recovery, Action Plan (WRAP) and its tools and approaches towards peer support and recovery.
- Provide individual and group WRAP training and support.

Target Population

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

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

Program Objectives

1. Provide individual assistance / resource support to at least 250 targeted individuals each year.
2. Outreach to at least 3 community providers (i.e. primary care providers) each quarter.
3. Attend at least 1 Mental Health/Mental Health Services Act-related training each quarter.
4. Make at least 5 referrals to Community Resources (i.e. Sierra Wind) each month as appropriate.
5. Provide and post information to reduce stigma and increase awareness regarding mental health.
6. Improve overall emotional wellbeing for group and individual participants engaged at the Center.
7. Track and measure services provided to participants each month using tracking sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
8. Participate in local meetings, forums, and events to foster collaboration and community outreach.
9. Assist consumers and family members in connecting with primary care providers to address their physical health needs, and coordinate with local physicians that share clients with ACBHS regarding mutually beneficial policies and procedures for serving common clients.

ATTACHMENT B – FEE SCHEDULE
 FY 2016/17
 Mental Health America (MHA)
 Consumer Advocate / Primary Care Liaison

Program Budget

1. PERSONNEL EXPENDITURES

a. Job Title/Funding source		\$ 86,000
2 Cons Fam Adv/ PC Liaison		\$ 18,920
b. Taxes and Employees Benefits (22%)		\$ 18,920

	Personnel Sub	
	Total	\$ 104,920

2. OPERATING EXPENDITURES

a. Training and Education		\$ 4,000
b. Travel and Transportation		\$ 3,120
c. Incidental program expenses		\$ 0
d. Volunteer Stipends		\$ 0
d. Telecommunications		\$ 1,004
e. Rent, Utilities and Equipment		\$ 0

	Operating Sub	
	Total	\$ 8,124

3. INDIRECT COSTS (15%)

	Total Indirect Costs	
		\$ 16,956
		\$ 130,000

AMOUNT NOT TO EXCEED

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the “Contractor”), certifies as follows:

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

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

Printed Name: Susan Gallagher Date

Title: Executive Director

Signature: _____

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2016, made and entered into by and between the County of Amador and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation.

(“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

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, HITECH regulations, 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.
 - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
 - b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including,

but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103

- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose 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. 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 that is created, received, maintained or transmitted 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 that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent

recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be required by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. 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, including any breach as required in Section 164.410 or security incident. 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 that is created, received, maintained or transmitted 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, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

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, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

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

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

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

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

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

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

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

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

Amador County Behavioral Health
Department ("Covered Entity")

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

By: _____
Melissa Cranfill
Director of Behavioral Health Department

By: _____
SUSAN GALLAGHER
Executive Director

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2016

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1488067	06/20/2016	06/20/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1488067	06/20/2016	06/20/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
A	Errors & Omissions			PHPK1488067	06/20/2016	06/20/2017	Per Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Amador, its officials, employees, and volunteers are an additional insured in regards to general liability, per the attached blanket additional insured endorsement.

CERTIFICATE HOLDER Amador County Office of Risk Management Its agents, officials, employees and volunteers 810 Court Street Jackson, CA 95642	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Brittany Rose</i>

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 07/12/2016

Ag. + Resol.

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

Meeting Date Requested:
07/26/2016

From: Melissa Cranfill, Director of Behavioral Health
(Department Head - please type)

Phone Ext. 335

Department Head Signature Melissa Cranfill, LCSW

Agenda Title: Resolution and Amendment to Agreement No. 14-90049 with the State Department of Health Care Services (DHCS) and Amador County Behavioral Health for providing alcohol and drug services.

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

The Director of Behavioral Health Department requests the Board of Supervisors approve the Resolution and Amendment A03 to Agreement from the California Department of Health Care Services (DHCS)

This is a multi-year term from July 1, 2014 through June 30, 2017

DHCS and Amador County Behavioral Health enter into this contract for the purpose of providing alcohol and drug services.

Recommendation/Requested Action:

Approval of Resolution, and Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Is a 4/5ths vote required?

Yes No

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

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GG

Auditor JOR GSA Director _____

CAO ad Risk Management _____

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

Return certified Resolution, 5 Amendments & 1 Certification to Angie G. Amendment will be returned to BOS when DHCS signs

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time _____ Item # 4F

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____

ATTEST: _____

For meeting _____

Clerk or Deputy Board Clerk

of _____

Save ...

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING AMENDMENT
NO. A03 TO AGREEMENT # 14-90049 BETWEEN
THE STATE OF CALIFORNIA DEPARTMENT
OF HEALTH CARE SERVICES (DHCS) AND
AMADOR COUNTY BEHAVIORAL HEALTH FOR
SUBSTANCE USE DISORDER (SUD) SERVICES
THE TERM OF JULY 1, 2014 THROUGH JUNE 30, 2017

RESOLUTION NO. 16-XXX

WHEREAS, this amendment A03 to agreement is between the State of California Health and Human Services Agency, Department of Health Care Services (DHCS) and Amador County Behavioral Health; and

WHEREAS, this is a multi-year contract for Substance Use Disorder (SUD) services for the term of July 1, 2014 through June 30, 2017 and;

WHEREAS, DHCS and Amador County Behavioral Health enter into this contract for the purpose of providing alcohol and drug services.

WHEREAS, This amendment 1) modifies the terms and conditions; 2) increases the overall multi-year funding; and 3) identifies the changes in Exhibit B Attachment I A2 – Funding Amounts. The Contractor’s 2014, 2015, and 2016 SAPT Block Grant and State General Funds Awards were amended from the original contract.

WHEREAS, Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$58,545 and is amended to read: \$1,390,809 (one Million, Three Hundred Ninety Thousand, Eight Hundred Nine Dollars).

WHEREAS, Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add revised exhibits.

BE IT RESOLVED that the Amador County Board of Supervisors does hereby approve the State of California Health and Human Service Agency, Department of Health Care Services Amendment A03 to Agreement for Substance use Disorder services with Amador County for the term of July 1, 2014 through June 30, 2017.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 26th day of July, 2016, by the following vote:

AYES: John Plasse, Louis D. Boitano, Richard M. Forster, Lynn A. Morgan, and
 Brian Oneto

NOES:
ABSENT:

John Plasse, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County, California

Deputy

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213A_DHCS (Rev. 03/15)

Check here if additional pages are added: 64 Page(s)

Agreement Number 14-90049	Amendment Number A03
Registration Number:	



1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name Department of Health Care Services	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name County of Amador	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2014**
 through **June 30, 2017**
3. The maximum amount of this **\$ 1,390,809**
 Agreement after this amendment is: **One Million, Three Hundred Ninety Thousand, Eight Hundred Nine Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. **Amendment effective date:** July 1, 2014
 - II. **Purpose of amendment:** This amendment 1) modifies the terms and conditions; 2) increases the overall multi-year funding; and 3) identifies the changes in Exhibit B Attachment I A2 - Funding Amounts. The Contractor's 2014, 2015, and 2016 SAPT Block Grant and State General Funds Awards were amended from the original contract.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
 - IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$58,545 and is amended to read: ~~\$1,332,264 (One Million, Three Hundred Thirty Two Thousand, Two Hundred Sixty Four Dollars)~~ **\$1,390,809 (One Million, Three Hundred Ninety Thousand, Eight Hundred Nine Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Amador		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing John Plasse Brian Oneto, Chairman, Board of Supervisors		
Address 810 Court Street Jackson CA 95642		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		<input checked="" type="checkbox"/> Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Don Rodriguez, Chief, Contract Management Unit		
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A, Attachment I A3 - Program Specification (42 pages)

All references to Exhibit A, Attachment I A2- Program Specifications in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment I A3 - Program Specifications. Exhibit A, Attachment I A2 - Program Specifications is hereby replaced in its entirety by the attached revised exhibit.

- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A3 - Budget Detail and Payment Provisions (20 pages)

All references to Exhibit B A2 - Budget Detail and Payment Provisions in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B A3 - Budget Detail and Payment Provisions. Exhibit B A2 - Budget Detail and Payment Provisions is hereby replaced in its entirety by the attached revised exhibit.

- VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B Attachment I A2 - Funding Amounts (1 page)

All references to Exhibit B Attachment I A1 - Funding Amounts, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B Attachment I A2 - Funding Amounts. Exhibit B Attachment I A1 - Funding Amounts is hereby replaced in its entirety by the attached revised exhibit.

- VIII. All other terms and conditions shall remain the same.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Amador		<i>Federal ID Number</i> 94-6000505
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> John Plasse, Chairman, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> Amador	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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**Exhibit A, Attachment I A3
Program Specifications**

Part I - General

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1. Trading Partner Requirements

- (a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- (b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- (c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))
- (d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to cure transactions, errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x (96.126(e))).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

P. Participation of County Alcohol and Drug Program Administrators Association of California and County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11801(g), the County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program

Administrators Association of California for the purposes of representing the counties in their relationship with the State with respect to policies, standards, and administration for alcohol and other drug abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11811.5(c), the County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time a new Youth Treatment Guideline are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this contract.

R. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, promulgated pursuant to 45 under CFR 96.137. The "Perinatal Services Network Guidelines 2015" are attached to this contract as Document 1G, incorporated by reference, The contractor shall comply with the "Perinatal Services Network Guidelines 2015" until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for, the following services:

1. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
2. Primary pediatric care, including immunization, for their children;
3. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships,

sexual and physical abuse and parenting, and child care while the women are receiving these services;

4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
5. Sufficient case management and transportation to ensure that women and their children have access to services.

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

X. Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

Y. Threshold Language Translation Requirements (Government Code sections 7290-7299.8):

Contractor shall comply with the linguistic requirements included in this Section. Contractor shall have:

- 1. Oral interpreter services available in threshold languages at key points of contact available to assist beneficiaries whose primary language is a threshold language to access the substance use treatment services or related services through that key point of contact. The threshold languages shall be determined on a countywide basis. Counties may limit the key points of contact at which interpreter services in a threshold language are available to a specific geographic area within the county when:**
 - (a) The county has determined, for a language that is a threshold language on a countywide basis, that there are geographic areas of the county where that language is a threshold language, and other areas where it is not; and**
 - (b) The Contractor provides referrals for beneficiaries who prefer to receive services in that threshold language, but who initially access services outside the specified geographic area, to a key point of contact that does have interpreter services in that threshold language.**
- 2. Policies and procedures in place to assist beneficiaries who need oral interpreter services in languages other than threshold languages to access the substance use treatment services or related services available at the key points of contact.**
- 3. General program literature used by the Contractor to assist beneficiaries in accessing services available in threshold languages, based on the threshold languages in the county as a whole.**

**Exhibit A, Attachment I A3
Program Specifications**

Part II – Definitions

Section 1 - General Definitions.

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

- A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.
- C. **"Corrective Action Plan" (CAP)** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.
- E. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the County as per California Code Section 30025.
- F. **"Days"** means calendar days, unless otherwise specified.
- G. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide non-Drug Medi-Cal substance use disorder services to persons eligible for Contractor's services.
- H. **"First-Tier Subrecipient" means the "Contractor" identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs funded by the Substance Abuse Prevention and Treatment (SAPT) Block Grant.**
- H.I. **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by the State for the current fiscal year.
- H.J. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the State. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.

- J.K.** "Interim Settlement" means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.
- L.** "Key points of contact" means common points of access to substance use treatment services from the county, including but not limited to the county's beneficiary problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.
- K.M.** "Maximum Payable" means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I.
- L.N.** "Modality" means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.
- M.O.** "Non-Drug Medi-Cal Amount" means the contracted amount of SAPT Block Grant funds for services agreed to by the State and the Contractor.
- N.P.** "Performance" means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use services hereunder.
- O.Q.** "Preliminary Settlement" means the settlement of only SAPT funding for counties that do include DMC funding.
- P.R.** "Revenue" means Contractor's income from sources other than the State allocation.
- S.** "Second-Tier Subrecipient" means an entity that has entered into an agreement with the Contractor to be a provider of substance use disorder services funded by the Substance Abuse Prevention and Treatment (SAPT) Block Grant.
- Q.T.** "Service Area" means the geographical area under Contractor's jurisdiction.
- R.U.** "Service Element" is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".
- S.V.** "State" means the Department of Health Care Services or DHCS.
- W.** "Subrecipient Pre-Award Risk Assessment" means the process of reviewing the merit and risk associated with all potential grant recipients prior to making an award as described in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance.

- X. **“Threshold Language” means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in an identified geographic area.**
- F.Y. **“Utilization” means the total actual units of service used by clients and participants.**

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Title 6, and/or Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

- A. "Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller's Office Handbook of Cost Plan Procedures.
- B. "Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. "Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders III Revised (DSM)," and/or DSM IV criteria; and (d) meets the admission criteria to receive DMC covered services.
- D. "Certified Provider"** means a substance use disorder clinic and/or satellite clinic location that has received certification to be reimbursed as a DMC clinic by the State to provide services as described in Title 22, California Code of Regulations, Section 51341.1.
- E. "Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I Code, Section 14124.24; and California's Medicaid State Plan.
- F. "Direct Provider Contract"** means a contract established between the State and a Drug Medi-Cal certified provider entered into pursuant to this Agreement for the provision of Drug Medi-Cal services.
- G. "Drug Medi-Cal Program"** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.
- H. "Drug Medi-Cal Termination of Certification"** means the provider is no longer certified to participate in the Drug Medi-Cal program upon the State's issuance of a Drug Medi-Cal certification termination notice.
- I. "Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.

- J. **"Provider Certification"** means the provider must be certified in order to participate in the Medi-Cal program.
- K. **"Federal Financial Participation (FFP)"** means the share of federal Medicaid funds for reimbursement of DMC services.
- L. **"Medical Necessity"** means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or in the case of EPSDT services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
- M. **"Minor Consent DMC Services"** are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.
- N. **"Narcotic Treatment Program"** means an outpatient clinic licensed by the State to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.
- O. **"Payment Suspension"** means the Drug Medi-Cal certified provider has been issued a notice pursuant to W&I Code, Section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
- P. **"Perinatal DMC Services"** means covered services as well as mother/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c) 4).
- Q. **"Postpartum"**, as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.
- R. **"Post Service Post Payment (PSPP) Utilization Review"** means the review for program compliance and medical necessity conducted by the State after service was rendered and paid. State may recover prior payments of Federal and State funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Section 51341.1 (k)).
- S. **"Projected Units of Service"** means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.
- T. **"Provider of DMC Services"** means any person or entity that provides direct substance use treatment services and has been certified by the State as meeting the standards for participation in the DMC program set forth in the "DMC Certification Standards for Substance Abuse Clinics", Document 2E and "Standards for Drug Treatment Programs (October 21, 1981)", Document 2F.

- U. **"Re-certification"** means the process by which the DMC certified clinic and/or satellite program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.
- V. **"Statewide Maximum Allowances (SMA)"** means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by the State, they are subject to change through the regulation process. The SMA for FY 2016-17 is listed in the "Unit of Service" table in Exhibit B, Part V.
- W. **"Subcontract"** means an agreement between the Contractor and its Subcontractors. A Subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.
- X. **"Subcontractor"** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I.
- Y. **"Temporary Suspension"** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code, Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

**Exhibit A, Attachment I A3
Program Specifications**

Part III – Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in this Exhibit A, Attachment I or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. Quarterly Federal Financial Management Report (QFFMR)

The QFFMR must be submitted to reflect quarterly SAPT BG expenditures.

For the beginning of each federal award year, the due dates are:

- March 1 for the period October through December
- June 1 for the period January through March
- September 1 for the period April through June
- December 1 for the period July through September

B. Year-End Cost Settlement Reports

Pursuant to W&I Code, Section 14124.24 (g(1)) Contractor shall submit to the State, on November 1 of each year, the following year-end cost settlement documents by paper or electronic format, as prescribed by the State, submission for the previous fiscal year:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a) and 2P(b), Drug Medi-Cal Cost Report Forms for Intensive Outpatient Treatment for Non-Perinatal or Perinatal (if applicable)
3. Document 2P(c) and 2P(d), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Individual Counseling for Non-Perinatal or Perinatal (if applicable)
4. Document 2P(e) and 2P(f), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Group Counseling for Non-Perinatal or Perinatal (if applicable)
5. Document 2P(g), Drug Medi-Cal Cost Report Forms for Residential for Perinatal (if applicable)
6. Document 2P(h) and 2P(i), Drug Medi-Cal Expenditure Forms for Narcotic Treatment Programs, Non-Perinatal or Perinatal (if applicable)

C. Drug Medi-Cal Claims and Reports

Contractors or providers that bill the State or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with the Department of Health Care Services DMC Provider Billing Manual.

Contractors and Subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the Department of Health Care Services DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&I Code, Sections 14132.44 and 14132.47.

1. Contractor shall submit the "Certified Expenditure" form reflecting either: 1) the approved amount of the 837P claim file, after the claims have been adjudicated; or 2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims. Contractor shall submit to the State the Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) for each 837P transaction approved for reimbursement of the federal Medicaid funds.
2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).
3. The following forms shall be prepared as needed and retained by the provider for review by State staff:
 - (a) Multiple Billing Override Certification (MC 6700), Document 2K
 - (b) Good Cause Certification (6065A), Document 2L(a)
 - (c) Good Cause Certification (6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by the State in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

Separate from direct service claims as identified in #2 above, county may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If while completing the Utilization Review and Quality Assurance requirements of this Exhibit A, Attachment I, Part V, Section 4 any of the Contractor's skilled professional medical and personnel directly supporting staff meet the criteria set

forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outlines the duties they will perform to assist the Department, or the Department's skilled professional medical personnel, in activities that are directly related to the administration of the Drug Medi-Cal Program. The Department shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d) (2) approving the request, or a written explanation as to why the Department does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 C.F.R. 432.50(d) (1).

D. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

1. Contractor shall contracts with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.
3. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.
6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
9. Contractor shall meet the requirements as identified in Exhibit G, Privacy and Information Security Provisions and Exhibit G, Attachment I – SSA Agreement 2014.

E. California Outcomes Measurement Service for Prevention (CalOMS-Pv)

The CalOMS-Pv Business Rules and Requirements are:

1. Contractors and/or Subcontractors receiving Substance Abuse Prevention and Treatment (SAPT) Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into CalOMS Pv. When submitting data, Contractor shall comply with the CalOMS Pv Data Quality Standards (Document #1T).
2. Contractor shall report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month.
3. Contractor shall review all data input into CalOMS Pv on a quarterly basis. Contractor shall verify that the data meets the CalOMS Pv Data Quality Standards by reviewing and releasing the data. Certification is due by the last day of the month following the end of the quarter.
4. Contractor shall report progress to DHCS via CalOMS Pv for the goals and objectives in the County Strategic Prevention Plan (as described in Exhibit A, Attachment 1, Part IV, Section 1B. 2) on an annual basis by September 30th of each fiscal year.
5. If Contractor cannot meet the established due dates, a written request for an extension shall be submitted to DHCS 10 days prior to the due date
6. In order to ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards, all new CalOMS Pv users, whether employed by the Contractor or its Subcontractors, shall participate in CalOMS Pv trainings prior to inputting data into the system.

F. CalOMS-Tx and CalOMS-Pv General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx and/or CalOMS-Pv data, and or meet other CalOMS-Tx and/or CalOMS-Pv data compliance requirements, Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2. If the State experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.
3. Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding non-DMC funds.
4. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

G. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by the State.

In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.
2. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to the State by the 10th of the month following the report activity month.
3. The Contractor shall ensure that all applicable providers are enrolled in the State's web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
4. If the Contractor or its Subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a corrective action plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld (See Exhibit B, Part II, Section 2).
5. If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
6. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

H. Charitable Choice

Contractor shall document the total number of referrals necessitated by religious objection to other alternative substance abuse providers. The contractor shall annually submit this information to DHCS by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

I. Subcontractor Documentation

Contractor shall require its Subcontractors that are not licensed or certified by the State to submit organizational documents to the State within thirty (30) days of the execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in Subcontractor name or ownership. Organizational documents shall include the Subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

J. Failure to meet required reporting requirements shall result in:

1. The DHCS will issue a Notice of Deficiency (Deficiencies) to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. The State will approve or reject the CAP or request revisions to the CAP which shall be resubmitted to the State within thirty (30) days.
2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then the State may withhold funds until all data is submitted. The State shall inform the Contractor when funds will be withheld.

**Exhibit A, Attachment I A3
Program Specifications**

PART IV – Non-Drug Medi-Cal Substance Use Disorder Prevention and Treatment Services

Section 1. General Provisions

A. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its Subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at <http://www.opm.gov/oca>. SAPT Block Grant funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SAPT Block Grant funds (Reference: Terms and Conditions of the SAPT Block Grant award.)

B. Primary Prevention

1. The SAPT Block Grant regulation defines "Primary Prevention Programs" as those programs directed at "individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121). Primary Prevention includes strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic AOD availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families and communities. The Contractor shall expend not less than its allocated amount of the SAPT Block Grant on primary prevention as described in the SAPT Block Grant requirements (45 CFR 96.125).
2. Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework (SPF) in developing the plan as described at <http://captus.samhsa.gov/access-resources/about-strategic-prevention-framework-spf>. DHCS will only approve SPP's that demonstrate that the Contractor utilized the SPF. Contractor must:
 - a) Follow the DHCS guidelines provided in the Strategic Prevention Framework Plan Resource Document located in the CalOMS Pv Library.
 - b) Begin preparing a new SPP at least 9-months prior to the expiration date of the current SPP.
 - c) Submit a timeline to DHCS for completion of the SPP that includes proposed dates for submitting each section of the SPP. The sections are outlined in the Strategic Prevention Framework Plan Resource Document.

- d) Submit a draft to DHCS, based on the timeline, for each section of the SPP for review and approval.
 - e) Submit to DHCS the final draft of the SPP no later than 30-days prior to the start date of the new SPP.
 - f) Upload an electronic copy of the approved SPP into CalOMS Pv within 10-days of approval.
 - g) Input the Problem Statements, Goals and Objectives from the SPP into CalOMS Pv no later than 10-days after the start date of the SPP.
3. Contractor shall submit a Prevention Mid-Year Budget to DHCS by January 31 of each fiscal year. The budget shall indicate how the SAPT Block Grant Primary Prevention Set-Aside will be expended for the fiscal year.

4. Friday Night Live

Contractors and Subcontractors receiving SAPT Friday Night Live (FNL) funding must:

- a) Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>;
- b) Use CalOMS Pv for all FNL reporting including Chapter Profiles, FNL County Profiles and chapter activity;
- c) Follow the FNL Data Entry Instructions for CalOMS Pv as provided by DHCS in the CalOMS Pv Library;
- d) Meet the Member in Good Standing (MIGS) requirements, as determined by DHCS in conjunction with the California Friday Night Live Partnership. If the Contractor does not meet the MIGS requirements, then the Contractor shall submit counties fail to a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements to DHCS for approval.

C. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY) . The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate expenditure amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the perinatal programs requirements as outlined in the Perinatal Services Network Guidelines, promulgated to 45 CFR 96.137. The "Perinatal Services Network Guidelines 2015" are attached to this contract as Document 1G, incorporated by reference. The Contractor shall comply with the "Perinatal Services Network Guidelines 2015" until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Service Network Guidelines into this contract shall not require a formal amendment.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for the following services:

1. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
2. Primary pediatric care, including immunization, for their children;
3. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
5. Sufficient case management and transportation to ensure that women and their children have access to services.

- D. Funds identified in this contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described I subchapter XVII of Chapter 6A of Title 42 of the United State Code.

Section 2 – Formation and Purpose

A. Authority

State and the Contractor enter into this Exhibit A, Attachment I, Part IV, by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which will be reimbursed pursuant to Exhibit A, Attachment I. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

B. Control Requirements

1. Performance under the terms of this Exhibit A, Attachment I, Part IV, is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its Subcontractors to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by the State against the Contractor and its Subcontractors for any failure to comply with these requirements:
 - a) HSC, Division 10.5, commencing with Section 11760;
 - b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
 - c) Government Code Section 16367.8;
 - d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
 - e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
 - f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
 - g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
 - h) Title 42, CFR, Sections 8.1 through 8.64;
 - i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
 - j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its Subcontractors are also familiar with such requirements.

2. The provisions of this Exhibit A, Attachment I, Part IV, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.

3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
4. Documents 1C, incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive these. The exhibit and document is:
 - (a) Document 1C, Driving-Under-the-Influence Program Requirements;
5. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), contractors that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grant-announcements/ti-14-005>

Section 3 - Performance Provisions

A. Monitoring

1. Contractor's performance under this Exhibit A, Attachment I, Part IV, shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:
 - (a) Whether the quantity of work or services being performed conforms to Exhibit B;
 - (b) Whether the Contractor has established and is monitoring appropriate quality standards;
 - (c) Whether the Contractor is abiding by all the terms and requirements of this Contract;
 - (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G); and
 - (e) Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted e-mail to:

SUDCountyReports@dhcs.ca.gov or

Substance Use Disorder - Prevention, Treatment and Recovery Services

Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413;

2. Failure to comply with the above provisions shall constitute grounds for the State to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract or both.

B. Performance Requirements

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
 - (a) Lack of educational materials or other resources for the provision of services;
 - (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;
 - (c) Institutional, cultural, and/or ethnicity barriers;
 - (d) Language differences;
 - (e) Lack of service advocates;
 - (f) Failure to survey or otherwise identify the barriers to service accessibility; and,
 - (g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the "List of Exhibit A, Attachment I Documents incorporate by Reference for Fiscal Year 2016-17" which is attached to Exhibit A, Attachment I.
4. Amounts awarded pursuant to Exhibit A, Attachment I shall be used exclusively for providing alcohol and/or drug program services consistent with the purpose of the funding.
5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or auditing reviews of county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor, or in coordination with its subcontracted provider, shall submit a CAP to

DHCS within the designated timeframe specified by DHCS.

Substance Use Disorder - Prevention, Treatment and Recovery Services Division,
Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

6. The CAP shall include a statement of the problem and the goal of the actions the Contractor and/or its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:
 - (a) Address the specific actions to correct deficiency or non-compliance
 - (b) Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and
 - (c) Provide a timeline to complete the actions.

C. Subrecipient Pre-Award Risk Assessment

Contractor shall comply with the subrecipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance. Contractor, as the Substance Abuse Prevention and Treatment (SAPT) Block Grant first-tier subrecipient, shall review the merit and risk associated with all potential grant second-tier subrecipients (subcontractors) annually prior to making an award. Contractor shall perform and document annual subrecipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

**Exhibit A, Attachment I A3
Program Specifications**

Part V: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

- A. This Exhibit A, Attachment I, Part V of the Contract is entered into by and between the State and the Contractor for the purpose of identifying and providing for covered DMC services for substance use disorder treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.
- B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in this contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this contract is to make substance use disorder treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.
- E. Awards under the Medical Assistance Program (CFDA 93.778) are no longer excluded from coverage under the HHS implementation of the A-102 Common Rule, 45 CFR part 92 (*Federal Register*, September 8, 2003, 68 FR 52843-52844). This change is effective for any grant award under this program made after issuance of the initial awards for the second quarter of Federal Fiscal Year 2004. This program also is subject to the requirements of 45 CFR part 95 and the cost principles under Office of Management and Budget Circular A-87 (as provided in *Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government*, HHS Publication ASMB C-10, available on the Internet at http://www.dol.gov/oasam/boc/ASMB_C-10.pdf

Section 2: Covered Services

- A. Covered Services
 - 1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:
 - (a) Outpatient drug-free treatment;

- (b) Narcotic replacement therapy;
- (c) Naltrexone treatment;
- (d) Intensive Outpatient Treatment and,
- (e) Perinatal Residential Substance Abuse Services (excluding room and board).

2. Narcotic treatment program services per W&I Code, Section 14124.22:

In addition to narcotic treatment program services, a narcotic treatment program provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a narcotic treatment program provider may be provided within the Medi-Cal coverage limits. When the services are not part of the substance use disorder treatment reimbursed pursuant to W&I Code, Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

- (a) Medical treatment visits
- (b) Diagnostic blood, urine, and X-rays
- (c) Psychological and psychiatric tests and services
- (d) Quantitative blood and urine toxicology assays
- (e) Medical supplies

A narcotic treatment provider, who is enrolled as a Medi-Cal fee-for-service provider, shall not seek reimbursement from a beneficiary for substance abuse treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee-for-service program.

- 3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, the provisions of Title 22 shall govern.
- 4. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.

5. Contractor shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the EPSDT Program
 - a) If Drug Medi-Cal services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC-certified providers. Such services shall not be limited due to budgetary constraints.
 - a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
 - b) The contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).
 - c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.
2. Covered services, whether provided directly by the Contractor or through Subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.
3. The failure of the Contractor or its Subcontractors to comply with Section B of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause. In the event the Contract is terminated, the provision of this Exhibit A, Attachment I, Part I, Section B, shall apply.

C. Payment For Services

1. The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP and State General Funds (SGF) to the Contractor, once the Department receives FFP and SGF, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an

opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of the State, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for Drug Medi-Cal services and surrender its authority to function as the administrator of covered services in its service area.

Section 3: Drug Medi-Cal Certification and Continued Certification

A. DMC Certification and Enrollment

1. The State will certify eligible providers to participate in the DMC program.
2. The Department shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites.
3. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:
 - a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
 - b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);
 - c) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);
 - d) Standards for Drug Treatment Programs (October 21, 1981) (Document 2F);
 - e) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq; and
 - f) Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a Providers pending DMC certification application within 35 days of receiving notification from the Provider. The Contractor must ensure that a new DMC certification application is submitted to PED reflecting the change.
6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by the State. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application must be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
7. If, at any time, a Subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed outside of DHCS, the Contractor must notify DHCS Fiscal Management & Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov within two business days of knowledge of Section 3(A(7)) of Exhibit A, Attachment I.
 - a) A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

B. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.
2. The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. State will conduct recertification on-site visits at clinics for circumstances identified in the "Drug Medi-Cal Certification Standards for Substance Abuse Clinics" (Document 2E). Document 2E contains the appeal process in the event the State disapproves a provider's request for certification or recertification and shall be included in the Contractor's subcontracts.

Section 4: Monitoring

A. State Monitoring

1. DHCS Monitoring Reviews and Financial Audits of Contractor

The Department shall monitor the Contractor's operations for compliance with the provisions of this contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as the Department deems appropriate, at any time during the Contractor's or facility's normal business hours. When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action.

2. Postservice Postpayment Utilization Reviews

- a) After the DMC services have been rendered and paid, the Department shall conduct Postservice Postpayment (PSPP) Utilization Reviews of the subcontracted DMC providers to determine whether the DMC services were provided in accordance with Title 22, Section 51341.1. The DHCS shall issue the PSPP report to the Contractor with a copy to subcontracted DMC provider. The Contractor shall be responsible for their subcontracted providers and their county-run programs to ensure any deficiencies are remediated pursuant to Sections 1 and 2 herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (c), herein.
- b) State shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the Provider shall be required to submit a Corrective Action Plan (CAP) to the Contractor for review and approval prior to submission to DHCS for final approval.
 - i. Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the PSPP review, whether or not a recovery of funds results, must be corrected and the entity that provided the services must submit a Contractor-approved CAP to the PSPP Unit within 60 days of the date of the PSPP report.
 1. The plan shall:
 - a. Address each demand for recovery of payment and/or programmatic deficiency;
 - b. Provide a specific description of how the deficiency shall be corrected; and
 - c. Specify the date of implementation of the corrective action.

- d. Identify who will be responsible for correction and who will be responsible for on-going compliance.
2. DHCS will provide written approval of the CAP to the Contractor with a copy to the Provider. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the Provider. The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.
 3. If the entity that provided the services, does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the entity that provided the services is in compliance with Exhibit A, Attachment I, Part V, Section 4(A)(2). The State shall inform the Contractor when funds will be withheld.
- c) Contractor and/or Subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Exhibit B, Part II, Section 3, of this Contract.
 - d) State shall monitor the Subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. Counties are also required to monitor of the Subcontractor's compliance pursuant to Section 4, Paragraph A.2, of this contract. The federal government may also review the existence and effectiveness of the State's utilization review system.
 - e) Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1, for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
 - f) Contractor shall assure that Subcontractor sites must keep a record of the clients/patients being treated at that location. Contractor shall retain client records for a minimum of three (3) years from the date of the last face-to-face contact. When an audit by the Federal Government or the State has been started before the expiration of the three-year period, the client records shall be maintained until completion of the audit and the final resolution of all issues as a result of the audit.

3. Training

- a) DHCS's Substance Use Disorder - Prevention, Treatment, and Recovery Services Division (SUD PTRSD) shall provide mandatory annual training to the Contractor on the requirements of Title 22 and the Drug Medi-Cal program requirements.
- b) Contractor may request additional Technical Assistance or training from SUD PTRSD on an ad hoc basis.

B. Contractor Monitoring

1. Program Integrity: Contractor is responsible for ensuring program integrity of its services and its subcontracted providers through a system of oversight, which shall include at least the following:

- a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.32, 42 CFR 433.51, 42 CFR 431.800 et. seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et. seq., 42 CFR 456 et. seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, 22 CCR 51341.1, 22 CCR 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.240(e), 42 CFR 438.240(b)(3), 42 CFR 438.240, 42 CFR 438.416, 42 CFR 438-10, and 42 CFR 438.206.
- b) Contractor shall conduct, at least annually, a utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review must include an on-site visit of the service provider. Reports of the annual review shall be provided to the Department's Performance Management Branch at:

Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

Review reports shall be provided to the State within 2 weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PTRSD.

- c) Contractor shall ensure that DATAR submissions, detailed in Part III, Paragraph G of this contract are complied with by all treatment providers and subcontracted treatment providers. Contractor shall attest that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.
- d) Contractor must monitor and attest compliance and/or completion by Providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c))

of this Exhibit as required by any PSPP review. Contractor shall attest to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the Provider. Submission of DHCS Form 8049 by Contractor must be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

- e) Contractor shall attest that DMC claims submitted to the state have been subject to review and verification process for accuracy and legitimacy. (45 CFR 430.30, 433.32, 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.

2. Training to DMC Subcontractors

- a) Contractor shall ensure that all Subcontractors receive training on the requirements of Title 22 regulations and DMC requirements at least annually. Documented attendance of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A) (3) of this contract) shall suffice to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.

3. Monthly Monitoring

- a) Contractor shall check the status of all providers monthly to ensure that they are continuing active participation in the DMC program. Any subcontracted provider who surrenders their certification or closes their facility must be reported by the Contractor to DHCS' County Monitoring Unit within two (2) business days of notification or discovery.
- b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' County Monitoring Unit within two (2) business days of notification or discovery.

4. Program Complaints

- a) All complaints received by Contractor regarding a DMC certified facility shall be forwarded to:

Drug Medi-Cal Complaints are to be submitted to:

Department of Health Care Services
P.O. Box 997413
Sacramento, CA 95899-7413
Call the Hotline
Phone Toll-Free: (800) 822-6222

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division:

Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can also be submitted online at:
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>

- a) Counties shall be responsible for investigating complaints and providing the results of all investigations to the Department e-mail address by secure, encrypted e-mail to: SUDCountyReports@dhcs.ca.gov within two (2) business days of completion.

5. Record Retention

- a) Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code, Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1.

6. Subcontract Termination

- a) The Contractor must notify DHCS' County Monitoring Unit of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within two (2) business days.

7. Corrective Action Plan

- a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the Department may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP can result in a withhold of SAPT funds allocated to Contractor for the provision of services, and/or termination of this contract for cause
- b) Failure to comply with Monitoring requirements shall result in:
 - i. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or fiscal auditing reviews of a county. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.

- a. The CAP shall include:
 - (1) A statement of the deficiency;
 - (2) A list of action steps to be taken to correct the deficiency;
 - (3) Date of completion of each deficiency corrected;
 - (4) Who will be responsible for correction and ongoing compliance.
- ii. DHCS will provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
- iii. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then the State may withhold funds until the Contractor is in compliance. The State shall inform the Contractor when funds will be withheld.

Section 5: Investigations and Confidentiality of Administrative Actions

- A. Contractor acknowledges that if a DMC provider is under investigation by the State or any other state, local or federal law enforcement agency for fraud or abuse, the State may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.
- B. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

EXHIBIT A, ATTACHMENT I A3

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

- Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements
<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>
- Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations
<https://www.law.cornell.edu/cfr/text/42/part-54>
- Document 1C: Driving-Under-the-Influence Program Requirements
- Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
- Document 1G: Perinatal Services Network Guidelines 2015
- Document 1H(a): Service Code Descriptions
- Document 1H(b): Program Code Listing
- Document 1H(c) : Funding Line Descriptions
- Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process
- Document 1J(b): DMC Audit Appeals Process
- Document 1K: Drug and Alcohol Treatment Access Report (DATAR)
<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>
- Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx
- Document 1T: CalOMS Prevention Data Quality Standards

- Document 1V: Youth Treatment Guidelines
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf
- Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
- Document 2C: Title 22, California Code of Regulations
<http://ccr.oal.ca.gov>
- Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf
- Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf
- Document 2G** **Drug Medi-Cal Billing Manual**
http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/DMC_Billing_Manual%20FINAL.pdf
- Document 2K: Multiple Billing Override Certification (MC 6700)
- Document 2L(a): Good Cause Certification (6065A)
- Document 2L(b): Good Cause Certification (6065B)
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)
- Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)
- Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)
- Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)
- Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

- Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)
- Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)
- Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)
- Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

<http://www.calregs.com>
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

<http://www.calregs.com>
- Document 3J: CalOMS Treatment Data Collection Guide

[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS Tx Data Collection Guide JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)
- Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15

http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx
- Document 3S: CalOMS Treatment Data Compliance Standards
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal Local Assistance Funding Matrix
- Document 3T(a): SAPT Authorized and Restricted Expenditures Information (Nov 2012)
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>
- Document 4A : Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 8186 with Instructions
- Document 4B : Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 8187 with Instructions

- Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4E : Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F : Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A : Confidentiality Agreement

Exhibit B A3
Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. If so, State may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Pursuant to HSC Section 11818 (b)(2)(A), Contractor shall reimburse its Subcontractors that receive a combination of Drug Medi-Cal funding and other federal or county realignment funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an amended agreement to Contractor to reflect the reduced amount.

G. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable are subject to recovery by DHCS.

H. Maintenance of Effort for SAPT Block Grant

1. Notwithstanding any other provision in this contract, the Director may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has a reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of federal Substance Abuse Prevention and Treatment Block Grant funds (42 U.S.C. Sect 300x-30).
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the federal Substance Abuse Prevention and Treatment Block Grant maintenance of effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to subdivision (a) of Section 11798 in an effort to maintain the statewide SAPT Block Grant MOE.

3. Pursuant to 45 CFR 96.124 C 1-3 the Contractor shall expend a specified percentage of SAPT Block Grant funds for perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend that percentage of SAPT Block Grant funds by, either establishing new programs or expanding the capacity of existing programs. In accordance with 45 CFR 96.124 (c)(1-3), the Contractor shall calculate the percentage of funds to be expended for perinatal services, pregnant women, and women with dependent children in the manner described in Exhibit G: County Share of SAPT Block Grant Women Services Expenditure Requirement.
 4. Pursuant to subdivision (b) of Section 11798.1, a county shall notify the Department in writing of proposed local changes to the county's expenditure of funds. The Department shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain the statewide SAPT Block Grant MOE.
- I. Effective the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor's performance of any additional legal requirements, including, but not limited to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Section 2 – General Fiscal Provisions – Non-Drug Medi-Cal

A. Revenue Collection

Contractor shall conform to revenue collection requirements in Division 10.5 of the HSC, Sections 11841, by raising revenues in addition to the funds allocated by the State. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the non-DMC funds allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I, Part IV, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

Section 3 – General Fiscal Provisions – Drug Medi-Cal

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B, Part II. Any State General Funds or federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to the State.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, State has the option to void this contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the contract.

D. Allowable costs

Allowable costs, as used in Section 51516.1 of Title 22 shall be determined in accordance with Title 42, CFR Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov." In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for Medi-Cal administrative activities.

Exhibit B A3
Budget Detail and Payment Provisions

Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on the Standard Agreement.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by the State for that fiscal year or the non-DMC amount, whichever is less. Changes to allocated funds will require written amendment to the Contract.
4. For each fiscal year, the State may settle costs for services based on each fiscal year year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved single state/county contract.

Section 2. Non-Drug Medi-Cal

A. Amounts Payable for Non-Drug Medi-Cal

1. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the maximum amount allowed pursuant to Exhibit B of the contract or the most recent allocation based on the Budget Act Allocation, whichever is less. Final allocations will reflect any increases or reductions in the appropriations as reflected in the State Budget Act allocation and any subsequent allocation revisions.
2. Monthly disbursement to the Contract at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in this Exhibit.
3. However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report (QFFMR) (Document 30), State

may adjust monthly payments of encumbered block grant federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.

4. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit B.
5. State may withhold monthly non-DMC payments if the Contractor fails to:
 - (a) submit timely reports and data required by the State, including but not limited to, reports required pursuant to Exhibit A, Attachment I, Part III.
 - (b) submit the contract amendment within 90 days from issuance from the State to the Contractor.
 - (c) submit and attest the completion of Corrective Action Plans for services provided pursuant to this contract.
6. Upon the State's receipt of the complete and accurate reports, data, or signed contract, the Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports, data and/or signed contract.
7. Adjustments may be made to the total of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I, Part IV.

B. Payment Provisions

For each fiscal year, the total amount payable by the State to the Contractor for services provided under Exhibit A, Attachment I, Part IV, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I, Part IV, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds will require written amendment to the Contract. State may settle costs for non-DMC services based on the year-end cost settlement report as the final amendment to the approved single state/county contract.

- C. In the event of a contract amendment, as required by the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first Budget Act allocation.

D. Accrual of Interest

Any interest accrued from State-allocated funds and retained by the Contractor must be used for the same purpose as the State allocated funds from which the interest was accrued.

E. Expenditure Period

Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21(b) through 300x-66; and Title 45, CFR, Subpart L, within the availability period of the grant award. Any SAPT Block Grant funds that have not been expended by a Contractor at the end of the expenditure period identified below shall be returned to the State for subsequent return to the Federal government.

1. The expenditure period of the FFY 2014 award is October 1, 2013 through June 30, 2015.
2. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
3. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
4. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
5. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.

F. Contractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6), and Title 45, CFR, Part 96, Section 96.30.

G. Non-profit Subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

H. Contractors receiving SAPT Block Grant funds shall track obligations and expenditures by individual SAPT Block Grant award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in Title 45, CFR, Part 92, Section 92.3."

~~Additionally, Contractors expending SAPT Block Grant HIV Set Aside funds for HIV Early Intervention Services are required to collect data regarding their use of HIV Set Aside funds and to report this data to the State.~~

I. Restrictions on the Use of SAPT Block Grant Funds

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Agreement on the following activities:

1. Provide inpatient services;
2. Make cash payment to intended recipients of health services;
3. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;
4. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
5. Provide financial assistance to any entity other than a public or nonprofit private entity;
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;
7. Purchase treatment services in penal or correctional institutions of this State of California; and
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.

Section 3. Drug Medi-Cal

- A. To the extent that the Contractor provides the covered services in a satisfactory manner and in accordance with the terms and conditions of this Contract, the State agrees to pay the Contractor federal Medicaid funds according to Exhibit A, Attachment I, Part III. Subject to the availability of such funds, Contractor shall receive federal Medicaid funds and/or State General Funds for allowable expenditures as established by the federal government and approved by the State, for the cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part V, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act; the W&IC; the HSC; California's Medicaid State Plan; and Sections 51341.1, 51490.1, 51516.1, and 51532 of Title 22.
- C. It is understood and agreed that failure by the Contractor or its Subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its Subcontractor from DMC program participation. If the State or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to the State the federal Medicaid funds and/or State General Funds it received for all claims so disallowed or

denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

- D. Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a). This requirement does not apply to the DMC Post Service Post Payment Utilization Reviews.
- E. The State shall refund to the Contractor any recovered Federal Drug Medi-Cal overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).
- F. Contractor shall be reimbursed by the State on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the contractor by a sub-contracted provider that is not certified or whose certification has been suspended pursuant to the Welfare and Institutions Code section 14107.11, and Code of Federal Regulations, Title 42, section 455.23 shall not be certified or processed for federal or state reimbursement by the contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.
- I. Reimbursement for covered services, other than NTP services, shall be limited to the lower of:
 - 1. the provider's usual and customary charges to the general public for the same or similar services;
 - 2. the provider's actual allowable costs; or
 - 3. the DMC SMA for the modality.
- J. Reimbursement to NTP's shall be limited to the lower of either the USDR rate, pursuant to W&IC Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (W&IC Section 14021.51(h)(2)(A)).

- K. State shall reimburse the Contractor the State General Funds and/or federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I, Part III.
- L. State will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov.
- M. Contractors and Subcontractors must accept, as payment in full, the amounts paid by the State in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and Subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and Subcontractors may not demand any additional payment from the State, client, or other third party payers.

Section 4. Drug Medi-Cal Direct Provider Contracts

- A. Pursuant to W&IC 14124.21, DHCS shall contract with qualified DMC providers within the county when a county does not contract to operate DMC services, in whole or in part.
- B. The State will invoice the Contractor for the county realignment share of approved DMC claims received by the State from the State's subcontractor. Contractor shall reimburse the State for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If Contractor does not reimburse the State within 30 days of receipt of the invoice, the State may offset the amount owed from any other funding owed to Contractor by the State or any other State agency. The parties acknowledge that the State's subcontractor shall be responsible for repayment of any disallowed claims. However, in no event shall the State be liable for Medicaid reimbursement for any disallowed claims.
 - 1. Any Contractor contracting with the State for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.
 - 2. As a result of the direct contract provider's settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider's settled cost report, any County Realignment funds owed to the State will be returned to the Contractor.

Exhibit B A3
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

- A. In addition to the requirements identified below, the Contractor and its Subcontracts are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised December 2013) and/or any independent Contractor audits or reviews. Objectives of such audits may include, but not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
 2. To validate data reported by the Contractor for prospective contract negotiations;
 3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
 4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements, and/or;
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of the State.
- D. The refusal of the Contractor or its Subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by the State shall reflect all findings, recommendations, adjustments and corrective action as a result of it's finding in any areas.

Section 2. Non-Drug Medi-Cal Financial Audits

- A. Pursuant to OMB Circular A-133 §.400(d)(3), Contractor shall monitor the activities of all of its Subcontractors to ensure that:
1. Subcontractors are complying with program requirements and achieving performance goals
 2. Subcontractors are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.
- B. Contractor can use a variety of monitoring mechanism, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.
- C. The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountants generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principals; (iii) eligibility; (9v) matching, level of effort and earmarking; and (v) reporting.
- E. On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subcontractor locations(s), and can use a variety of monitoring mechanism to document compliance requirements. The finding and the corrective action will require follow-up by the Contractor.
- F. Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. State shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the state within one year from the date of the plan.

If differences cannot be resolved between the State and Contractor regarding the terms of the financial audit settlements for funds expended under Exhibit A, Attachment I, Part IV, Contractor may request an appeal in accordance with the appeal process described in Document 1J(a), "Non-DMC Audit Appeal Process," incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which its Subcontractors may file an appeal via the Contractors.

- G. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.
- H. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:
 - 1. Withholding a percentage of federal awards until the audit is completed satisfactorily
 - 2. Withhold or disallowing overhead costs
 - 3. Suspending federal awards until the audit is conducted; or
 - 4. Terminating the federal award

Section 3. Drug Medi-Cal Financial Audits

- A. In addition to the audit requirements set forth in Exhibit D(F), State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
 - 1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;
 - 2. To ensure that only the cost of allowable DMC activities are included in reported costs;
 - 3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit;

4. To review documentation of units of service and determine the final number of approved units of service;
 5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement; and,
 6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.
- B. In addition to the audit requirements set forth in Exhibit D(F), State may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:
1. For those NTP providers required to submit a cost report pursuant to W&IC Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources;
 2. A review of actual costs incurred for comparison to services claimed;
 3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately;
 4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance;
 5. Computation of final settlement based on the lower of USDR rate or the provider's usual and customary charge to the general public; and,
 6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six months from the date of the plan.

- E. Contractor, in coordination with the State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to the State.

If differences cannot be resolved between the State and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the "DMC Audit Appeal Process," Document 1J(b), incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the Bureau of State Audits directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(b). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to the State their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation;
2. Fiscal, medical, and other recordkeeping systems;
3. Federal income tax status;
4. Asset acquisition, lease, sale, or other action;
5. Franchise or management arrangements;
6. Patient service charge schedules;
7. Costs of operation;
8. Cost allocation methodology;
9. Amounts of income received by source and purpose; and,
10. Flow of funds and working capital.

- G. Contractor shall retain records of utilization review activities required in Article VI herein for a minimum of three (3) years.

Exhibit B A3
Budget Detail and Payment Provisions

Part IV – Records

Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Exhibit A, Attachment I, Part V, Section 2.

6. Should a Subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the Subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dqs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I, Part IV, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to the State before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of the State and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from the State within sixty (60) days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. In the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with the "non- DMC Audit Appeal Process" (Document 1J(a)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.
3. As stated in Part III, Section 3, of this Exhibit, in the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with DMC Audit Appeal Process" (Document 1J(b)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with DMC Audit Appeal Process" (Document 1J(b)). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

4. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Part II of this Exhibit.
5. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by the State during prospective contract negotiations.

Exhibit B A3
 Budget Detail and Payment Provisions

Part V. Drug Medi-Cal Reimbursement Rates

A. **"Uniform Statewide Daily Reimbursement (USDR) Rate"** means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, Sections 51341.1 and 51516.1 and Title 9, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows USDR rates.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
NTP-Methadone Dosing	Daily	\$10.80	\$11.44	\$11.44 <u>\$11.95</u>	\$11.79	\$13.58	\$13.58 <u>\$13.80</u>
NTP-Individual Counseling (*)	One 10-minute increment	\$13.48	\$13.39	\$13.39 <u>\$13.90</u>	\$21.06	\$21.17	\$21.17 <u>\$18.43</u>
NTP Group Counseling (*)	One 10-minute increment	\$2.91	\$3.02	\$3.02 <u>\$3.05</u>	\$7.03	\$5.79	\$5.79 <u>\$6.07</u>

(*) The NTP contractors may be reimbursed for up to 200 minutes (20-10 minute increments) of individual and/or group counseling per calendar month. If medical necessity is met that requires additional NTP counseling beyond 200 minutes per calendar month, NTP contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

- B. “Unit of Service”** means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary’s record. While the rates are approved by the State, they are subject to change through the regulation process. Units of service are identified in the following table.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
Intensive Outpatient Treatment	Face-to-Face Visit	\$56.44	\$58.30	\$58.30 \$59.13	\$80.78	\$81.22	\$81.22 \$82.54
Naltrexone Treatment	Face-to-Face Visit	\$19.06	\$19.06	\$19.06	NA	NA	NA
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$67.38	\$66.93	\$66.93 \$69.50	\$105.32	\$105.90	\$105.90 \$92.13
	Face-to-Face Visit – Group (per person)	\$26.23	\$27.14	\$27.14 \$27.46	\$63.33	\$52.11	\$52.11 \$54.63
Perinatal Residential	Daily – Residential Day	NA	NA	NA	\$99.43	\$99.97	\$99.97 \$80.92

Exhibit B, Attachment I A2- Funding for Fiscal Year 2014-15 through FY 2016-17

County: **Amador**

Contract Number: **14-90049**

Version: A03
Date: 7/1/2014

Fiscal Year 2014-15	2014-15 Funding Amount	A03
	Original	
State General Funds (7/1/14 to 6/30/15)	15,079	15,079
Drug Medi-Cal SGF	15,079	15,079
TOTAL	15,079	15,079
SAPT Block Grant - FFY 2015 Award (10/1/14 to 6/30/16)		
- Discretionary	334,568	342,759
- Prevention Set-Aside	78,276	78,276
- Friday Night Live/Club Live	6,000	6,000
- HIV Set-Aside	4,238	7,500
- Perinatal	0	0
- Adolescent/Youth	0	0
- FFY 2015 Discretionary Fundings	0	0
TOTAL	425,082	434,535
Drug Medi-Cal Federal Share (7/1/14 to 6/30/15)		
- Non-Perinatal Federal Share	1,250	1,250
- Perinatal Federal Share	0	0
TOTAL	1,250	1,250
GRAND TOTAL	441,414	450,864

Fiscal Year 2015-16	2015-16 Funding Amount	A01	A03
State General Funds (7/1/15 to 6/30/16)	23,440	23,440	8,206
Drug Medi-Cal SGF	23,440	23,440	8,206
TOTAL	23,440	23,440	8,206
SAPT Block Grant - FFY 2016 Award (10/1/15 to 6/30/17)			
- Discretionary	339,598	339,598	386,606
- Prevention Set-Aside	78,276	78,276	78,276
- Friday Night Live/Club Live	6,000	6,000	6,000
- HIV Set-Aside	4,238	4,238	0
- Perinatal	0	0	0
- Adolescent/Youth	0	0	0
- FFY 2016 Discretionary Fundings	0	18,000	0
TOTAL	425,082	457,082	465,538
Drug Medi-Cal Federal Share (7/1/15 to 6/30/16)			
- Non-Perinatal Federal Share	1,250	1,250	1,250
- Perinatal Federal Share	0	0	0
TOTAL	1,250	1,250	1,250
GRAND TOTAL	449,442	466,538	

Fiscal Year 2016-17	2016-17 Funding Amount	Original	A03
State General Funds (7/1/16 to 6/30/17)	15,079	15,079	8,206
Drug Medi-Cal SGF	15,079	15,079	8,206
TOTAL	15,079	15,079	8,206
SAPT Block Grant - FFY 2017 Award (10/1/16 to 6/30/18)			
- Discretionary	339,568	339,568	379,675
- Prevention Set-Aside	78,276	78,276	78,276
- Friday Night Live/Club Live	6,000	6,000	6,000
- HIV Set-Aside	4,238	4,238	0
- Perinatal	0	0	0
- Adolescent/Youth	0	0	0
TOTAL	425,082	425,082	463,951
Drug Medi-Cal Federal Share (7/1/16 to 6/30/17)			
- Non-Perinatal Federal Share	1,250	1,250	1,250
- Perinatal Federal Share	0	0	0
TOTAL	1,250	1,250	1,250
GRAND TOTAL	441,414	441,414	473,407

ORIGINAL THREE-YEAR TOTAL	1,324,243
A01 THREE-YEAR TOTAL	1,332,264
A02 THREE-YEAR TOTAL	1,332,264
A03 THREE-YEAR TOTAL	1,390,809

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: July 11, 2016

Agenda

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

Phone Ext. 759

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:
07/26/16

Department Head Signature _____

Agenda Title: Assignment and Assumption of Lease for Airport Lot #52

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
This is an assignment and assumption of lease by and between Christopher Floyd ("Original Lessees") and Adam Fineberg (collectively "Successor Lessee") for Airport Lot #52. The Lease agreement between the County of Amador and Christopher Floyd allows for the assignment of lease.

Recommendation/Requested Action:

Approve Assignment and Assumption of Lease for Airport Lot #52

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: _____

Request Reviewed by:

Chairman _____

Counsel GC

Auditor JOR

GSA Director Hop

CAO JB

Risk Management _____

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

GSA, Jon Hopkins, Risk Management (electronically)

FOR CLERK USE ONLY

Meeting Date 7-26-16

Time 9 AM

Item # 46

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department

Completed by _____

For meeting

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of _____, 2016 by and between Christopher Floyd ("Original Lessee") and Adam Fineberg ("Successor Lessee").

RECITALS

A. Amador County and Original Lessee entered into that certain Lease (the "Lease") dated November 25, 2003 whereby Amador County leased to Original Lessee certain real property located in the unincorporated area of Amador County, California, more particularly described in the Lease.

B. Original Lessee desires to assign all of its right, title and interest under the Lease to Successor Lessees, and Successor Lessees desire to assume the duties and obligations of Original Lessee under the Lease.

NOW, THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, Original Lessee and Successor Lessees agree as follows:

1. Original Lessee hereby assigns and transfers to Successor Lessees all of Original Lessee's right, title and interest in and to the Lease.

2. Original Lessee warrants that it has not previously assigned its interest in the Lease to any third party.

3. Successor Lessees accept the foregoing assignment and assume all of the duties, obligations and responsibilities of Original Lessee under the Lease jointly and severally.

4. This Assignment may be executed in duplicate copies, and any signed duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, Original Lessee and Successor Lessees have executed this Assignment as of the date set forth opposite their signatures below.

ORIGINAL LESSEE:

Date: 6/19/16, 2016



Christopher Floyd

SUCCESSOR LESSEE:

Date: 7/6/16, 2016



Adam Fineberg

CONSENT BY COUNTY OF AMADOR

County of Amador hereby consents to the above assignment of the Lease by Original Lessee to Successor Lessees, effective as of the date set forth below. This consent in no way releases Original Lessee from any obligation to be performed by Original Lessee under this Lease, whether occurring before or after such assignment.

Dated: _____, 2016

BY: _____
John Plasse
Chairman, Board of Supervisors

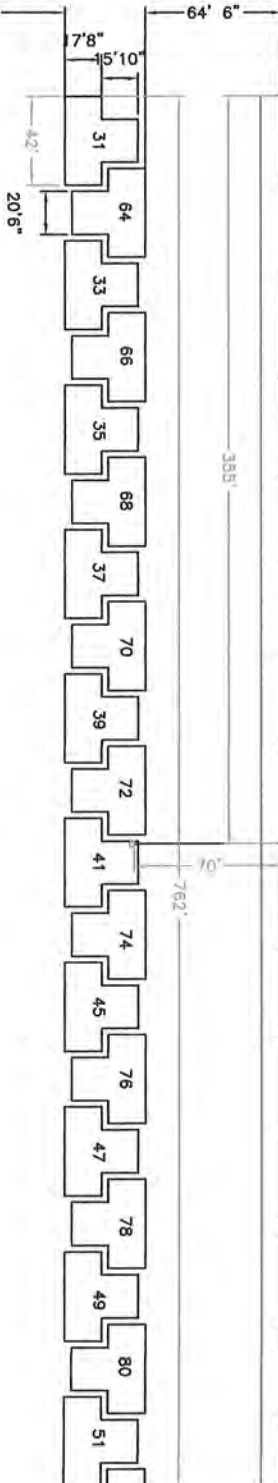
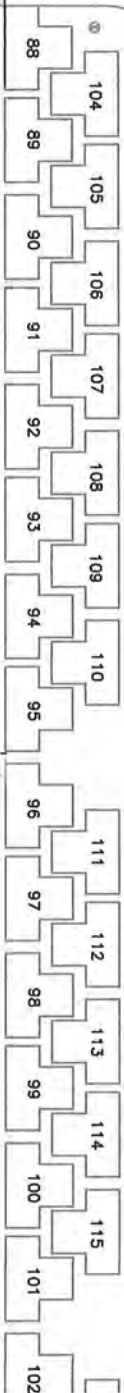
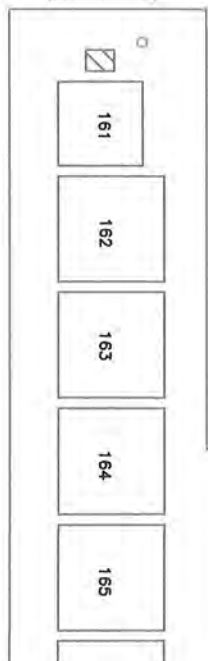
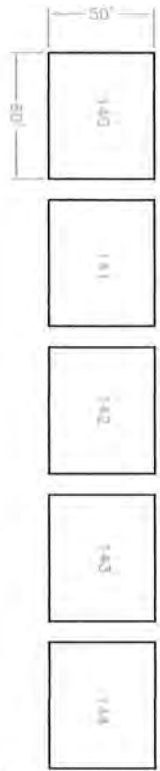
APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____

Hangar E



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:	
07/26/16	

To: Board of Supervisors

Date: July 6, 2016

ag.

From: James Foley, Director Phone Ext. 625
 (Department Head - please type)

Department Head Signature *James Foley*

Agenda Title: Agreement with The California Dept. of Social Services to provide agency adoption services for Amador County

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

This Revised Services Contract Agreement between Amador County Department of Social Services and The California Department of Social Services is an extension of the 2015-2016 Agreement for an additional two years with no change in the annual distribution provided in County Fiscal Letter No. 11/12-18 and authorizes the CDSS to provide agency adoption services on behalf of Amador County in accordance with specified laws for fiscal years 2015-2018.

Recommendation/Requested Action:
Approve and sign agreement

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

Is a 4/5ths vote required? Yes No

Committee Review? <u>N/A</u> <input checked="" type="checkbox"/> Name _____ Committee Recommendation: _____	Contract Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Comments: _____
---	---

Request Reviewed by:

Chairman _____ Counsel _____

Auditor JOR _____ GSA Director _____

CAO ad _____ Risk Management _____

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

Return one original to Marcia @ Social Services for distribution to the State. Electronic copy to Risk.

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9 AM Item # 4 H

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

Save

REVISED SERVICES CONTRACT AGREEMENT

THIS SERVICES CONTRACT AGREEMENT ("Contract") is entered into as of July 1, 2015 by and between the CALIFORNIA DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as the "CDSS" and AMADOR COUNTY DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as the "COUNTY."

A. Scope of Work

The CDSS agrees to provide to the COUNTY, Agency adoption services under the authority of Welfare and Institutions Code (W&IC), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239. The CDSS will provide the following adoption services:

1. Consult and review of children in out-of-home care who need concurrent planning services.
2. Assess and provide a written analysis of the adoptability of a child pursuant to W&IC, Section 361.5, 366.21 or 366.22.
3. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements and related services.
4. Provide relinquishment services for birth/legal parents who are considering the option of adoption.
5. Recruit prospective adoptive families, including families who fully support reunification goals, for children referred to the CDSS.
6. Complete adoption homestudies of prospective adoptive families, including requests for adoption homestudies through the Interstate Compact on the Placement of Children (ICPC).
7. Make preliminary assessments and written reports concerning the prospective adoptive parents for the W&IC, Section 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.
8. Match children with prospective adoptive families and place children for adoption.
9. Review and provide medical and social background information concerning a child and his or her birth parents to adoptive parents at the time of the adoptive placement.
10. Supervise adoptive placements until finalization and provide post adoptive placement services to families.
11. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the COUNTY programs regarding AAP

eligibility (i.e., W&IC, Sections 16115-16123 and Title 22 CCR, Section 35325 et seq).

12. Provide other appropriate and necessary adoption services as needed.

B. The CDSS and COUNTY agree to coordinate efforts in the following areas:

1. Promote concurrent planning services and permanence for children who are in out-of-home care.
2. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out-of-home placement and changes that may affect the casework provided by the other agency. This exchange may include, but is not limited to, any information (e.g., complaints, concerns or licensing violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.
3. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other agency, including potential placement changes.
4. Notify the other agency before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.
5. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, COUNTY, or the juvenile court.
6. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.
7. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.
8. Pay AAP benefits in compliance with Title 22 CCR, Section 35325 et seq.
9. Use the Child Welfare Services/Case Management System (CWS/CMS) to record information and case activities for dependent children and foster families.
10. Provide other appropriate and necessary coordination as needed.
11. Services for the child before a permanent plan is determined.
 - a. COUNTY and the CDSS Will:
 - i. Jointly assess the child pursuant to W&IC, Section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.

- ii. Jointly assess the child approximately 90 days before the 6 month and 12 month reviews required by W&IC, Section 366.21 and the 18 month review required by W&IC, Section 366.22.
- iii. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the COUNTY will comply with all home approval and placement statutes and regulations that are applicable to each agency.

b. COUNTY Will:

- i. Refer children in out-of-home care for a joint assessment prior to FR services being terminated.
- ii. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history including date and places of marriage and divorce. Also, obtain birth records on the child as soon as possible.
- iii. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the COUNTY will complete process of notifying all possible tribes and documenting this in court.
- iv. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.
- v. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.
- vi. Provide a written referral to the CDSS when FR services are not ordered (W&IC, Section 361.5), when FR services are terminated due to an order by the court (W&IC, Section 360 if applicable, 366.21 or 366.22) or when a referral is made for the child before termination of services due to concurrent planning. Provide all necessary documents to the CDSS in order to carry out adoption or concurrent planning services.
- vii. Provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CDSS.
- viii. Provide Department of Justice criminal record clearance(s) of the foster family when requested.
- ix. Work with the CDSS to prepare a report for the W&IC, Section 366.26 hearing. The CWS social worker's portion of the report will include:

- a. An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - b. A review of the amount and nature of contact between the child and parent(s) since placement.
 - c. A summary of current search efforts for any absent parent.
 - d. Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).
 - e. A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of the recommended plan.
- x. The COUNTY will provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute or regulation.
 - xi. Retain case management responsibility until finalization of the adoption or dismissal of dependency (Manual of Policies and Procedures, Division 31-320.412).
 - xii. Send notice of hearing, the social worker's court report and the judge's court orders to the CDSS Adoptions Regional/Field Office for W&IC, Section 360 if applicable, 361.5 (g), 366.21, 366.22, and 366.26 hearings and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.
 - xiii. Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.
 - xiv. Provide AAP payments as directed by the CDSS to adopting families. Provide Notice of Action and AAP re-assessment forms as required.
 - xv. Send all court orders to CDSS within 30 calendar days after the date of the court hearing.
 - xvi. Retain case management responsibility until finalization of the adoption or dismissal of dependency. Transfer primary assignment on the CWS/CMS

application to the CDSS Adoptions Regional/Field Office before closing CWS services case.

- xvii. Pursuant to Title 22 CCR § 89179(a), the adoption agency shall maintain adequate case records which include:
 - a. Separate records for each client and for each placement facility studied and used by the agency.
 - b. Current administrative records in such a form as to provide an index to all cases, including location of all clients under care and of all placement facilities in use.
 - i. Adoption case records shall be retained by the agency indefinitely. In the event of an agency terminating its adoption services, full case records on all completed adoptions, placements for adoption and children relinquished for adoption shall be forwarded to the CDSS for permanent filing and reference. Records and documents shall include those regarding the natural parents, the child and the adoptive parents. Such forwarding by the terminating agency shall be conducted in the manner prescribed by the CDSS.
- c. CDSS Will:
 - i. Assess the child with the COUNTY pursuant to W&IC, Section 361.5 (g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.
 - ii. Assess the child with CWS approximately 90 days before the 6 month and 12 month review required by W&IC, Section 366.21 and the 18 month review required by W&IC, Section 366.22.
 - iii. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely, prior to placement or as soon thereafter as possible.
 - iv. Consult with the CWS social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption social worker will discuss relinquishment with the parent. If a relinquishment is taken, the CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the COUNTY.
 - v. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after

- finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.
- vi. Provide assessment of the child before the W&IC, Section 366.26 hearing. This assessment may include a review of the case record, discussions with the CWS social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.
 - vii. Work with the COUNTY to prepare a report for the W&IC, Section 366.26 hearing. The CDSS report will be submitted to the COUNTY 21 calendar days before the hearing, and shall include:
 - a. An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - b. The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).
 - c. A preliminary assessment of eligibility and commitment of any identified prospective adoptive parent, particularly the child's caretaker, to adopt the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse and neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of adoption.
 - d. An analysis of the likelihood that the child will be adopted if parental rights are terminated.
 - viii. Be available for contested W&IC, Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.
 - ix. If the juvenile court identifies adoption as a permanent goal, it can without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the child availability for adoption.
 - x. Provide information concerning adoption to prospective adoptive parents including the availability of and requirements for post adoption contact agreements, pursuant to Family Code (FC) Section 8714.7.

- xi. Recruit adoptive families, including those who can fully support and cooperate in the provision of FR services. If necessary, (in cases where the child has been placed cooperatively with another adoption agency) request an adoption homestudy of the identified prospective adoptive family.
- xii. Approve or deny family adoptive assessments homestudies.
- xiii. Prepare the child for adoption. (This may or may not include a placement change.)
- xiv. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out-of-state.
- xv. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and signing adoption placement document or signing documents to change the child's current foster placement status to adoption.
- xvi. Promptly notify the COUNTY of the date of adoptive placement and date foster care payment is discontinued. These events may not necessarily occur on the same date.
- xvii. Establish AAP eligibility of the child, determine benefit amount and duration, and review and re-assess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the COUNTY. The duration and amount of all AAP benefits must comply with State regulations.
- xviii. Assume exclusive care and control of the child for the purpose of supervising the adoptive placement of pursuant to W&IC, Section 366.26 (j) until finalization of the adoption.
- xix. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its report whether the post adoption contact agreement is in the child's best interest.
- xx. Confirm in writing to the COUNTY that the adoption is finalized and request dependency be dismissed. The CDSS is not authorized to provide the COUNTY with a copy of the final decree of adoption.
- xxi. Document case management activities in CWS/CMS pursuant to state guidelines.
- xxii. Conduct other appropriate and necessary permanency planning activities as needed.

12. Services after permanency planning.

a. The COUNTY and the CDSS Will:

- i. Jointly assess each child in long-term foster care, no less than 45 days before the 12 month review of the permanent plan pursuant to W&IC, Section 366.3 (d).
- ii. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child prior to placement or as soon thereafter as possible.

b. Responsibility for responding to requests for adoption records shall rest with the party in possession of the records as specified in this Scope of Work.

c. COUNTY Will:

- i. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.
- ii. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the agency to carry out its functions. Only documents not previously submitted will be needed.
- iii. Make a secondary assignment on the CWS/CMS application to the CDSS Adoptions Regional/Field Office "in-box caseload" at the time of referral for adoption services.

d. CDSS Will:

- i. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.
- ii. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.
- iii. Provide case progress reports to the COUNTY 21 calendar days prior to each 6 month review following the W&IC, Section 366.26 hearing until such time as the adoption is finalized or the case is referred to the COUNTY because adoption is no longer the plan for the child.

The case progress report may include:

- a) A summary of contacts.
- b) Adjustment of the child to the adoptive home.

- c) Specific circumstances or problems that affect the child or the placement.
- d) Progress made in the adoption process.
- e) Steps needed to complete the adoption.

C. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The COUNTY and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

1. The primary social workers from the COUNTY and the CDSS will meet and confer to resolve differences.
2. If the primary social workers are unable to resolve differences, the COUNTY supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.
3. If the supervisors and social workers are unable to resolve differences, the COUNTY Program Manager and the CDSS Adoptions Regional/Field Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
4. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

D. PROJECT REPRESENTATIVE

The project representatives during the term of this agreement will be:

Marta Platt
Adoptions Services Bureau
744 P Street, MS 8-12-31
Sacramento, CA 95814
(916) 653-5900
Fax: (916) 651-8143

Anne Watts, CWS Program Manager
Amador County Department of Social Services
10877 Conductor Blvd. Suite 800
Sutter Creek, CA 95685
(209)223-6550
Fax: (209)257-0642

Changes to the project representative information may be made by written notice to the other party and shall not require an amendment to this Agreement.

E. CONFIDENTIALITY

The CDSS and COUNTY staff will comply with the provision of W&I Code, Section 10850 and FC, Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. The CDSS

and the COUNTY will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of prompting the best interests of the child and the administration of the program.

Each COUNTY and CDSS office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and COUNTY agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

F. FORM 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code section 87200 do so with the CDSS Central Office located at 744 P Street, MS 8-12-31, Sacramento, CA 95814.

GENERAL TERMS AND CONDITIONS

1. Indemnification

a. Claims Arising from Acts or Omissions of the COUNTY

The COUNTY hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the COUNTY in the performance of this Contract. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the COUNTY of any obligation imposed by this Contract. The CDSS shall notify the COUNTY promptly of any claim, action or proceeding and cooperate fully.

b. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the COUNTY, its agents, officers, and employees (hereinafter collectively referred as the COUNTY), from any claim, action, or proceeding against the COUNTY arising out of the acts or omissions of the CDSS in the performance of this Contract. At its discretion, the COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Contract. The COUNTY shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

2. Relationship of The Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the parties. It is understood by both parties that this Contract does not create an employer-employee relationship between the parties. Each party agrees that it shall not enter into agreements or make representations or promises on behalf of the other party.

3. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit B, incorporated herein by reference.

The CDSS's self-insurance for liabilities (Exhibit C) from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services.

4. Maintenance Of Records

The parties shall keep and maintain an accurate record of the referrals to the CDSS Adoptions Regional/Field Office. The CDSS and the COUNTY shall keep a copy of all

invoices presented to the COUNTY on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the COUNTY, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention Of Records For Audit Purposes

The CDSS shall maintain and preserve all records related to this Contract for a period of three years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a three year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial three year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three year period.

6. Title To Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CDSS pursuant to this Contract are the property of the CDSS and shall not be subject to any copyright claimed by the COUNTY, its employees, subcontractors or agents. However, the COUNTY may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either party, including the employees, officers, directors, or agents of each party.

7. Conflict Of Interest

The parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

8. Compliance With Applicable Laws

The parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

9. Change In Statutes Or Regulations

If there is a change of statute or regulations applicable to the performance of this Contract, both parties agree to be governed by the new provisions, unless either party

gives notice to terminate pursuant to the terms of this Contract or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Contract.

10. Time Is Of The Essence

Time is of the essence for the performance of the services of this Contract. Each party shall promptly perform the services and responsibilities described in the Contract and promptly comply with each term and condition.

11. Time

Each of the parties to this Contract shall devote such time to the performance of the services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of the obligations of this Contract. Neither party shall be considered to be in default of this Contract to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

12. Modification

No modification or waiver of any provisions of this Contract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both parties.

13. Nondiscrimination

The parties shall not discriminate in the employment of persons necessary to perform this Contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Contract.

14. Bankruptcy

The parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

15. Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized within the Contract, no rights may be assigned and no duties under this Contract may be delegated by the parties without the prior written

consent of the other, and any attempted assignment or delegation without such consent shall be void.

16. Negotiated Contract

This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code, Section 1654.

17. Severability

Should any provision herein be found or deemed to be invalid, this Contract shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Contract are declared to be severable.

18. Entire Contract

This Contract is the entire agreement of the parties for the performance of services. There are no understandings or agreements pertaining to this Contract except as are expressly stated in writing in this Contract or in any document attached hereto or incorporated by reference. It is the intention of the parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the parties.

19. Budget Statement

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CDSS to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of \$6 million general fund to the counties who have not had a licensed public adoption agency. As stated in COUNTY Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the \$6 million general fund were based on a percent to total of each county's specific combined 12 year average of child and family referrals to the CDSS Adoptions Regional/Field Offices that have been providing Agency adoption services to these counties.

a. Invoicing

In consultation with the Child Welfare Director's Association, for those counties opting to contract directly with CDSS to continue the Agency adoption services, CDSS will invoice each on a weekly cost per case basis of \$62 based on the county specific distribution provided in CFL No. 11/12-18. The CDSS will invoice the COUNTY quarterly the total cost for each active child case and each family case referred to the CDSS Adoptions Regional/Field Office for adoption services. This rate would be claimed up to but not exceeding \$50,975 **one hundred fifty two thousand, nine hundred and twenty five dollars (\$152,925), the amount of the allocation received by the COUNTY during the term of this agreement.**

20. Termination and Term of Agreement

This contract shall commence on July 1, 2015 and shall terminate on June 30, ~~2016~~ **2018**. Either party may terminate this Contract, with or without cause, with one hundred twenty (120) days advance written notice. In order to terminate this Contract, the terminating party shall give advance written notice to the other party. The termination notice shall be made as specified in number 21 below. In the event of termination, the COUNTY shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

21. Notice

Notices to the parties in connection with the administration of this Contract shall be given to the parties' Project Representative personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- a. The day the notice is personally delivered to the party's Project Representative as specified in the Exhibit A, Scope of Work, page 9, Section II.
- b. Five days after the date the notice is deposited in the United States mail, addressed to a party's Project Representative as indicated in Section II, with first-class postage fully prepaid; or
- c. On the day the notice is transmitted by facsimile to the facsimile number specified in Section II, provided that an original of such notice is deposited in the United States mail, addressed to the party's project representative as specified in Section II, on the same day as the facsimile transmission is made.

22. Partial Invalidity

Should any part, term, portion, or provision of this Contract agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first place.

23. Responsibility of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other party at least ten days prior to such change. The Project Representatives for parties are specified in the Exhibit A, Scope of Work, Page 9, in Section II.

24. Waiver

Waiver by either party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. A party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the party's right to enforce any covenant of this Contract. However, neither party shall waive any provision of this Contract unless the waiver is not against public policy or current laws, in writing, signed by a representative of each party with the authority to sign, and signed by all parties.

25. Authority and Capacity

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Contract in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the Contract shall comply with all requirements of law, including capacity and authority to amend or modify the Contract.

26. Binding On Successors

All of the conditions, covenants, and terms identified in this Contract apply to any successor or assignee of the parties to this Contract with each assignee or successor held jointly and severally liable under this Contract. However, no assignment or subcontract of either party is permitted, except with the prior written authorization of the other party.

27. Cumulative Remedies

All of the various rights, powers, and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

28. Independent Advice

Each party represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

29. No Reliance On Representations

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, have been independently verified. Each party

further understands that it is responsible for verifying the representations of law or fact provided by the other party.

30. Information Subject To A Business Associate Agreement

The parties agree to identify for the other party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

31. Conflicting Disclosure Laws

The parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each party agrees to contact its Legal Counsel for direction.

32. Confidentiality

The CDSS and COUNTY staff will comply with the provision of W&IC, Section 10850 and Family Code, Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. The CDSS and the COUNTY will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each COUNTY and CDSS Adoptions Regional/Field Office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the COUNTY agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

33. Mailing of Confidential Information

The parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

34. Transporting Records

The parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a party to this Contract to transport records to the other party, the parties each agree to notify the other

before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other party. Additionally, except for personal delivery by a representative of the parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

35. Venue

It is agreed by the parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

36. Controlling Law

The validity, interpretation and performance of this Contract shall be construed under the laws of the State of California, or when applicable federal law.

37. Captions

The captions of this Contract are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

38. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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

COUNTY OF AMADOR

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

BY: _____
John Plasse, Chairman
Board of Supervisors

BY: Deborah Pearce 6.22.16
Deborah Pearce, Chief
Contracts and Purchasing Bureau

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

BY: 
Gregory Gillott, County Counsel

ATTEST:

JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

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:	
7/26/16	

To: Board of Supervisors
 Date: July 21, 2016

appts/consent

From: Aaron Brusatori
 (Department Head - please type)

Phone Ext. 248

Department Head Signature *Aaron Brusatori*

Agenda Title: Appointments to the ACTC Pedestrian and Bicycle Plan Update Committee

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The Community Development Agency Director recommends appointment of the following individuals to serve on the ACTC Pedestrian and Bicycle Update Committee.

1. Ms. Brenda Walker (Upcountry)
2. Mr. William Tanner (Foothill Representative)

Recommendation/Requested Action:

Appointment of recommended individuals

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Approval

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date

7-26-16

Time

9 AM

Item #

6 A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

A new ATF is required from

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

Completed by

Department
For meeting
of

ATTEST: _____

Clerk or Deputy Board Clerk

Save



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Chairman Plasse,
Amador County Board of Supervisors

FROM: Aaron Brusatori, PE Director *ab*

SUBJECT: Appointments to Ad-Hoc Committee – **ACTC Pedestrian and Bicycle Plan Update**

DATE: July 21, 2016

The ACTC TAC committee assigned responsibility to the Amador County Community Development Director to assign two representatives, one from upcountry and one from the foothills, to the ad-hoc Pedestrian and Bicycle Plan Update Committee. Amador County Community Development Agency received several applications for two positions available.

I respectfully request concurrence in my recommendation of the following individuals to serve on the Pedestrian and Bicycle Plan Update Committee:

1. Ms. Brenda Walker (Upcountry Representative)
2. Mr. William Tanner (Foothill Representative)

AMADOR COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION CENTER *810 COURT STREET * JACKSON, CA * 95642
(209) 223-6470

COMMITTEE MEMBER APPLICATION FORM

Date July 15, 2016

Please consider me for the following committee:

NAME: Brenda Walker
Mailing Address: 14372 Vista Court Pine Grove, CA 95665
Physical Address: : 14372 Vista Court Pine Grove, CA
Business Address: retired
Telephone Home: 209-296-4302 Cell: 209-419-1991 ←---preferred
Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):
I am interested in serving on the Pedestrian and Bicycle Master Plan Update Committee from the prospective a walker (no pun intended). I spend over an hour daily walking around and through the town of Pine Grove with many friends and have observed first hand how difficult and unsafe it can be. I have also had the opportunity over time to share the desire to walk with my elderly mother only to be challenged by the lack of areas that a person with a 'walker' could walk. It was difficult to walk with her on Main Street Jackson, Main Street Sutter Creek, and at that time in Pine Grove, we could only walk around the Pine Grove Elementary playground. It was pointed out to me that people pushing strollers or wheelchairs are equally disadvantaged. My interest in providing walking opportunities is behind my thought that I might be helpful on the Pedestrian and Bicycle Master Plan Update Committee. In other states that I have visited, I have walked on paved pedestrian/ bicycle paths around community parks. I would like to be a part of this committee to help find a way that we might gain such paths in our community. Thank you for your consideration.

Signature *Please be aware this completed form may be released to any member of the public or media upon request.

C:\Users\abrusatori\Downloads\Application_form.app.doc



-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed _____

Committee Number _____

Term Expires _____

Supervisorial District _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 07/19/2016

From: Brian Oneto, District V Supervisor
 (Department Head - please type)

misc.

Phone Ext. x470

<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>07/26/2016</u>	

Department Head Signature _____

Agenda Title: Fiddletown Cemetery Advisory Committee

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

Approval of the amended Fiddletown Cemetery Advisory Committee Bylaws dated June 8, 2016.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?
 Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GG

Auditor JOR GSA Director _____

CAO OR Risk Management _____

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

Fiddletown Cemetery Advisory Committee; Committee file

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9am Item # 7A

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

Fiddletown Cemetery Bylaws
Amended June 8, 2016

ARTICLE I - NAME

Section 1: The name of the committee shall be the Fiddletown Cemetery Advisory Committee

ARTICLE II - OBJECTIVE

Section 1: The purpose of this Committee shall be to act in an advisory capacity and make recommendations to the Board of Supervisors on all matters pertaining to the operation, maintenance and improvement of the Fiddletown Cemetery more particularly described as Lot 28, Block 11 as depicted on the map recorded September 30, 1969, in the office of the Amador County Recorder in Book 15, Maps and Plots, Page 53. The Committee may also exercise any further powers in relation to the Fiddletown Cemetery which may be delegated to it by the Board of Supervisors.

ARTICLE III - MEMBERS

Section 1: The Committee shall consist of five (5) members approved by the Board of Supervisors.

Section 2: All members must be Fiddletown Residents or non residents with Historic or Family ties per Amador County Board of Supervisors as of January 26, 2016. The non-resident member must state the historic ties or pioneer family ties.

Section 3: All members shall serve without compensation or reimbursement for expenses incurred in the discharge of their duties.

Section 4: Each member shall be appointed for a term of four (4) years and shall serve at the pleasure of the Board of Supervisors.

ARTICLE IV - OFFICERS

Section 1: The officers of the Committee shall be a Chairman, Co-chairman and Secretary/Treasurer.

Section 2: No Officer of the Committee or Member of the Committee shall have the authority to contract on behalf of the Fiddletown Cemetery Advisory Committee or the County of Amador.

Section 3: The original officers of the Committee shall be elected by and from the Committee during its initial Meeting. Thereafter, they shall be elected at an annual meeting called for that purpose.

Section 4: All officers shall serve for a term of one (1) year or until their successors are elected at an annual meeting called for that purpose. If a vacancy in office should occur prior to the expiration of the one-year term, the office shall be filled by a vote of the Committee for the remainder of the term.

ARTICE V – MEETINGS

Section 1: The Committee shall hold regular meetings (at least quarterly) on dates established by mutual consent of the members. Minutes shall be prepared for all meetings for all Committee members and the Board of Supervisors.

Section 2: Special meetings may be called by the Chairman as needed, or upon request from three (3) of the members.

Section 3: Action by the Committee shall be by majority vote of the quorum. A quorum shall consist of three (3) members.

Section 4: All Committee meetings shall comply with the Ralph M. Brown Act (commencing with Govt. Code section 54950).

Section 5: Minutes shall be prepared for all meetings for all Committee members and the Board of Supervisors.

ARTICLE VI – AMENDMENT OF BYLAWS

Section 1: These Bylaws may be amended by a 4/5ths vote of the Committee at any properly noticed regular or special meeting.

ARTICLE VII – RULES OF ORDER

Section 1: Roberts Rules of Order shall be parliamentary reference for all matters not specified by these Bylaws.

Rules and Regulations
Fiddletown Cemetery
Amended June 8, 2016

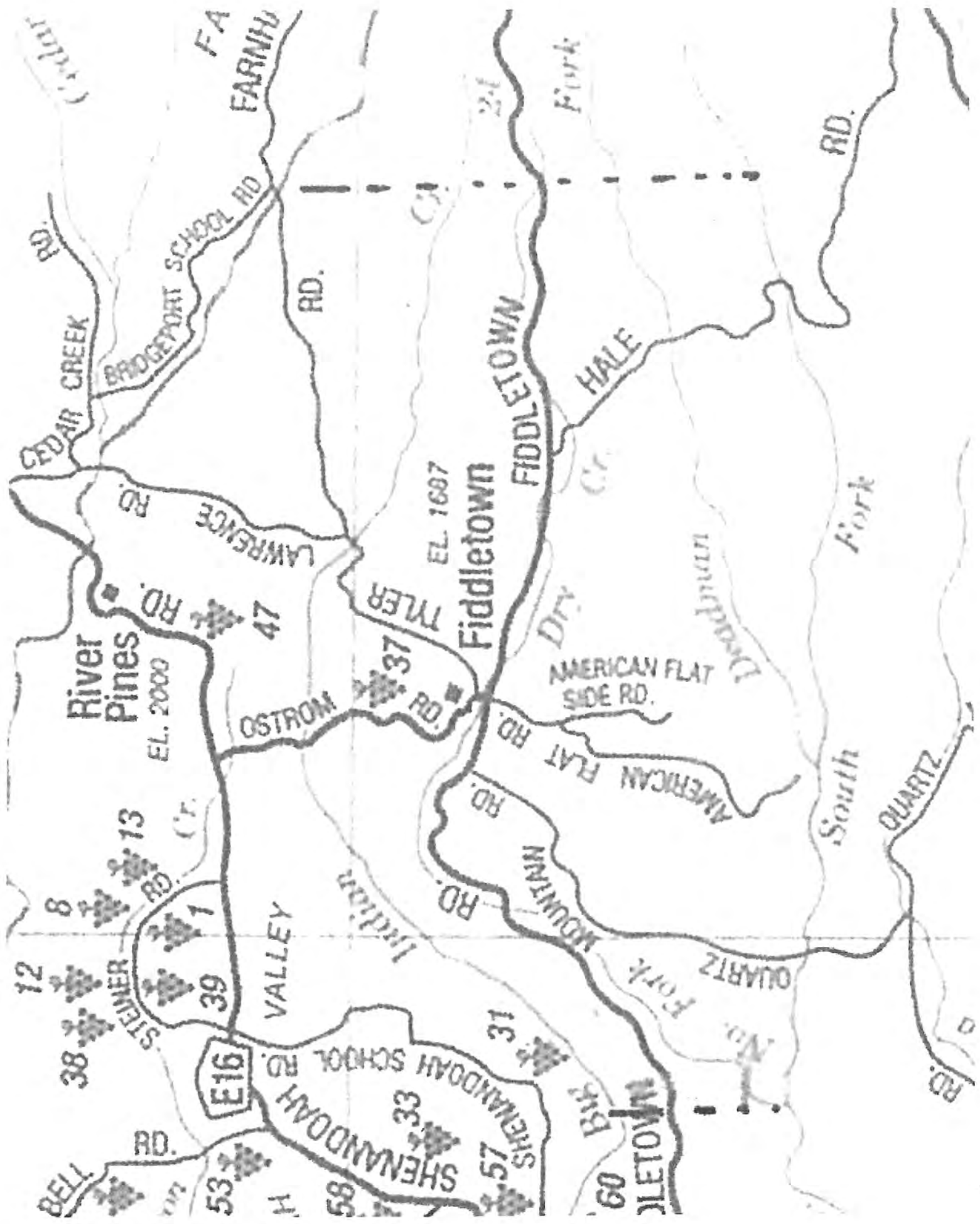
History - The Fiddletown Cemetery dates back to the Gold Rush era. The earliest burials began in the 1850's and include many pioneer families and historical figures. The burying grounds, Lot 28, Block 11, 2.45 acres was set aside for the inhabitants of the Fiddletown town site on November 25, 1870, recorded February 27, 1873. Burying Ground showing division of the Williams property was recorded in Maps and Plats Book 3 Page 93 on November 8, 1946. The Masonic Cemetery was recorded in Maps and Plats Book 9 Page 45 on May 21, 1963, and shows Burying Ground at 2.97 acres. Fiddletown Cemetery name change was recorded in Maps and Plats Book 15 Page 53 on September 30, 1969. Name was changed to Fiddletown Cemetery, County of Amador March 1, 1981. The cemetery site is owned by the County of Amador and overseen by the Fiddletown Cemetery Advisory Committee whose members are appointed by the Board of Supervisors. Members are appointed to serve four year terms and are tasked with handling cemetery affairs. Such duties include maintenance, burial space allocation, and the collection of reasonable fees to pay for upkeep and improvement of the cemetery as needed. The cemetery consists of approximately 2.97 acres and due to its relatively small size is experiencing burial space constraints.

(1). Plots will be allocated to Fiddletown area residents only. The boundary defining the area of Fiddletown residency for eligibility requirements is as designated on the attached Appendix A.

(A). In Addition to current Fiddletown residents, families with historical ties to the community and descendants of pioneer families living outside the Fiddletown area are eligible for a burial space provided such space exists within existing family plots subject to the following conditions:

1. The pioneer family resided in Fiddletown prior to January 1, 1925.
2. At least one of the applicant's direct ancestor has a plot in the Fiddletown Cemetery.
3. If burial is approved by a majority of the Cemetery Committee

(2). The cemetery is self-funded and receives no monies from the County of Amador. Therefore the Committee is obligated to charge a reasonable fee for burial plots for upkeep including road maintenance, tree removal, monument repair and repair of storm damage to cemetery facilities as needed. Fees for burial plots for eligible residents shall be \$1000.00 per single plot 5'x10' (double plot \$2000.00 10' x 10'). A cremains (cremated remains) plot can be purchased for \$500.00 , The fees may be adjusted in cases of financial hardship as approved by the unanimous consent of all cemetery committee members. Fees are subject to periodic review and adjustment by the Committee as needed and approved.



o/d by law + information!

FIDDLETOWN CEMETERY ADVISORY COMMITTEE BYLAWS

ARTICLE I - NAME

Section 1. The name of the committee shall be the Fiddletown Cemetery Advisory Committee.

ARTICLE II - OBJECT

Section 1. The purpose of this Committee shall be to act in an advisory capacity and make recommendations to the Board of Supervisors on all matters pertaining to the operation, maintenance and improvement of the Fiddletown Cemetery more particularly described as Lot 28, Block 11 as depicted on the map recorded September 30, 1969, in the office of the Amador County Recorder in Book 15, Maps and Plats, Page 53. The Committee shall have no power to contract on behalf of itself or the County of Amador. The Committee may also exercise any further powers in relation to the Fiddletown Cemetery which may be delegated to it by the Board of Supervisors.

ARTICLE III - MEMBERS

Section 1. The Committee shall consist of five (5) members approved and appointed by the Board of Supervisors.

Section 2. All members shall serve without compensation or reimbursement for expenses incurred in the discharge of their duties.

Section 3. Each member shall be appointed for a term of four (4) years and shall serve at the pleasure of the Board of Supervisors.

ARTICLE IV - OFFICERS

Section 1. The officers of the Committee shall be a

1 Chairman and Co-Chairman.

2 Section 2. No officer or member of the Committee shall
3 have the authority to contract on behalf of the Committee or
4 the County of Amador.

5 Section 3. The original officers of the Committee
6 shall be elected by and from the Committee during its
7 initial meeting. Thereafter, they shall be elected at an
8 annual meeting called for that purpose.

9 Section 4. All officers shall serve for a term of one
10 (1) year or until their successors are elected. If a
11 vacancy should occur prior to the expiration of said one (1)
12 year term, the office shall be filled by a vote of the
13 Committee for the unexpired term of the office.

14 ARTICLE V - MEETINGS

15 Section 1. The Committee shall hold regular meetings
16 on dates established by mutual consent of the members.

17 Section 2. Special meetings may be called by the
18 Chairman as needed, or upon request from three (3) of the
19 members.

20 Section 3. Action by the Committee shall be by
21 majority vote of the quorum. A quorum shall consist of
22 three (3) members.

23 Section 4. All regular and special meetings shall be
24 open to the public.

25 Section 5. Minutes shall be prepared for all meetings
26 for all Committee members and the Board of Supervisors.

27 ARTICLE VI - AMENDMENT OF BYLAWS

28 Section 1. These bylaws may be amended by a two-thirds

1 (2/3) vote of the members present and voting at any regular
2 or special meeting, provided previous notice shall have been
3 given in the call for the meeting.

4 ARTICLE VII- RULES OF ORDER

5 Section 1. Roberts Rules of Order shall be
6 parliamentary reference for all matters not specified by
7 these bylaws.

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(2)

- (2). The "original descendents" living in Fiddletown Community less than 65 years of age as of July 1, 1982 to pay a sum of \$50.00, at the time of selection of plot or burial.
- (3). Residents without historical ties now living in the Fiddletown Community to pay a fee of \$75.00, at the time of selection of plot or burial.
- (4). Non-residents without any descendent ties pay a fee of \$250.00, at the time of burial, if space is available.
- (5). The decision as to whether relatives living outside the Fiddletown Community can be buried along with deceased relatives will be decided by Board of Trustees. If the family plot has remaining space it may be utilized. If it requires a new area the decision will depend on available space, and the required fee will be charged.

Pending Ag.
AGENDA TRANSMITTAL FORM

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

Meeting Date Requested:
07/26/16

To: **Board of Supervisors**

Date: July 19, 2016

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

Phone Ext. X759

Department Head Signature [Signature]

Agenda Title: Award RFP No. 16-08 Design Services for the Jail Control Panel Replacement Project

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

Please see attached Memorandum

Recommendation: 1) Award RFP 16-08 to AVS Engineers, Inc. in an amount not to exceed \$55,743.45 which includes Construction Support and a 5% contingency and; 2) Authorize the General Services Director and County Counsel to negotiate final terms and conditions based upon the draft agreement and AVS Engineers, Inc.'s proposal dated June 16, 2016 and; 3) Approve the Board Chairman to sign said agreement for Design Services for the Jail Control Panel Replacement Project contingent upon agreeable terms and conditions with AVS Engineers, Inc. and the General Services Director, County Counsel and Sheriff's Office.

Recommendation/Requested Action:
TBD

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

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____
Committee Recommendation: _____

Comments: Attachment- Evaluation Sheet

Request Reviewed by:

Chairman _____ Counsel GG
Auditor JOR GSA Director Hop
CAO [Signature] Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9am Item # 70

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____
Noes _____ Resolution _____ Ordinance _____
Absent: _____ Comments: _____

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

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *Hop*

DATE: July 19, 2016

RE: RFP 16-08 Design Services for the Jail Control Panel Replacement Project

On Thursday, June 16, 2016 at 1:30 PM Amador County Request for Proposals, RFP 16-08 Design Services for the Jail Control Panel Replacement Project, were received, opened and read publicly. Three (3) firms submitted proposals: AVS Engineers, Inc. located in Pomona, CA (\$53,089.00); Guidepost Solutions LLC., located in Oakland, CA (\$49,970.00); and Pennell Consulting, Inc., located in Spokane WA (\$50,510.00).

An Evaluation Committee was formed consisting of the Purchasing Agent and Information Technology Director to determine the most qualified firm. Responses were evaluated by each committee member based upon points assigned to a weighted category item and then totaled and averaged for a final score. The top scored response was submitted by AVS Engineers, Inc. Attached for reference is the Evaluation Score Sheet which is an average of all scores collected from each committee member.

No interviews were conducted as the information provided by each responder was sufficient to determine the best candidate.

Of the three (3) proposals evaluated AVS Engineers, Inc. provided the best overall qualifications and value for the following reasons:

1. Provided the best overall concise proposal.
2. Located in California
3. Best value and only firm to include Construction Support in the amount of \$10,632.00; this is included in the above mentioned price.
4. AVS is sub-contracted with Nacht & Lewis (Architect of Record for the Jail Project) which provides a significant benefit for future integration.

Attached for reference is AVS Engineers, Inc. response. Based upon the Committee's review I submit the following recommendation.

Recommendation: 1) Award RFP 16-08 to AVS Engineers, Inc. in an amount not to exceed \$55,743.45 which includes Construction Support and a 5% contingency and; 2) Authorize the General Services Director and County Counsel to negotiate final terms and conditions based upon the draft agreement and AVS Engineers, Inc.'s proposal dated June 16, 2016 and; 3) Approve the Board Chairman to sign said agreement for Design Services for the Jail Control Panel Replacement Project contingent upon agreeable terms and conditions with AVS Engineers, Inc. and the General Services Director, County Counsel and Sheriff's Office.

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and _____, a California _____ (**Corporation, Sole Proprietor, etc.**) (the "Consultant").

RECITALS

- A. County desires to engage professional assistance to provide the hereinafter set forth special services.
- B. Consultant is in the business of providing services similar to those set forth in this Agreement.
- C. County desires to engage Consultant, and Consultant desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

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

1. SERVICES TO BE RENDERED BY CONSULTANT.

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

or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

- 1.4 Consultant shall complete each project assigned by County in accordance with an agreed-upon schedule.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all existing documents and information applicable to any assigned project constituting the Work.
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 Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or _____ (day[s], year[s], etc.) following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on _____ (XX days) written notice to Consultant. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONSULTANT.
 - 5.1 Consultant shall submit _____ (weekly, monthly, etc.) invoices in arrears indicating for each item of the Work performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Consultant shall be paid on a _____ (lump sum, time-and-materials, etc.) basis, with a cost-not-to-exceed limit of \$XXXX, in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference.

- 5.2 County shall make payment to Consultant within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.
- 5.3 Consultant shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- 5.4 In the event Consultant claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Consultant 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 Consultant under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, subconsultants, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
- 6.4 A subconsultant ("Subconsultant") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant shall not subcontract any portion of the Work unless pre-approved in writing by County. Consultant agrees that it is as fully responsible to County for the acts and omissions of Subconsultants and of persons either directly or indirectly employed by Consultant as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subconsultant and County.
- 6.5 Consultant agrees to bind every Subconsultant and every Subconsultant agrees to be bound by the terms of this Agreement as to that portion of the Work performed

by Subconsultant, unless specifically noted to the contrary in a subcontract approved in writing by County. Subconsultant agrees to be bound to the Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that the Consultant assumes toward County. Consultant agrees to be bound to the Subconsultant by all of the obligations that County assumes to Consultant under this Agreement as to the portion of the Work performed by Subconsultant.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of a project, as a part of any such conference, Consultant shall cooperate fully with the parties involved and shall arrange for qualified representatives of Consultant, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent consultant. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Consultant or its principals to practice its profession and perform the Work. Consultant further represents and warrants to County that any Subconsultant engaged by Consultant to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subconsultant to perform the portion of the Work that is the subject of the subcontract at issue.
11. INSURANCE.
 - 11.1 Consultant shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:
 - 11.1.1 Commercial General Liability (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars

(\$1,000,000) per “Occurrence,” including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability - (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

11.1.4 If the Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by Consultant.

11.2 Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Consultant’s obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these

specifications, at any time.

- 11.3 Certificates of insurance and policy endorsements must include the following provisions:
 - 11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and
 - 11.3.2 Commercial General 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.
 - 11.3.3 Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Consultant's insurance and shall not contribute with it.
- 11.4 Consultant shall require each of its subconsultants 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.
- 11.5 Consultant shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to and approved by County's Risk Manager prior to beginning the Work. If any deductible or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Upon notice to either County or Consultant of any actual or alleged claim or loss arising out of or in connection with the Work, Consultant shall immediately satisfy in full any self-insured retention provisions of Consultant's policy in order to trigger policy coverage and defense for Consultant, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Consultant is unable to or refuses to pay the self-insured retention.
- 11.6 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant or agrees to obtain any endorsement that may be necessary to effect this waiver of

subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. **WORKERS' COMPENSATION INSURANCE.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of not less than \$1,000,000 per accident for bodily injury and disease. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, or agents.

A Certificate of Exemption from Worker's Compensation Laws form is available for those with no employees.

13. **OWNERSHIP OF DOCUMENTS.** Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Consultant shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant may retain copies of such original documents for Consultant's files.

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

15. **PUBLIC RECORDS ACT DISCLOSURE.** Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of

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

16. **RESPONSIBILITY FOR ERRORS.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
17. **NON-DISCRIMINATION.** Consultant shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
18. **CONFLICT OF INTEREST.** Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant.
19. **ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.** Consultant acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute the policy acknowledgment attached hereto as **Attachment C**.
20. **NOTICES.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Consultant: 

To County:
Jackson, CA 94642

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

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

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

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

COUNTY OF AMADOR

CONSULTANT:

_____, a California _____

BY: _____

Chairman, Board of Supervisors

BY: _____

Name:

Title:

Federal I.D. No.:

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

DRAFT

ATTACHMENT A – SCOPE OF WORK

DRAFT

ATTACHMENT B – COMPENSATION

DRAFT

ATTACHMENT C

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

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

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

2. All of Consultant's officers, subconsultants, and agents who perform services pursuant to the Agreement to which this Attachment "C" is attached will abide by that policy as a condition of the Agreement.

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

Company Name (if any): _____

Signed: _____

Date: _____

Name: _____

Title: _____

Proposal Evaluations RFP 16-08 Final Evaluation Scores				Proposer 1			Proposer 2			Proposer 2					
CATEGORIES				Max Points	Proposers 0-20 Points	Weight	AVS	Max Points	Proposers 0-20 Points	Weight	PCI	Max Points	Proposers 0-20 Points	Weight	Guidepost
							Weighted Score				Weighted Score				Weighted Score
A. Quality and Responsiveness of the Proposal						10%				10%				10%	
A.1. Proposal contains all requested information, is organized, not missing or lacking material information, does not have numerous spelling or grammatical errors, is not laborious and provided relevant information. All information requested specifically in the Executive Summary is included.				20	18		9.00	20	16		8.00	20	17		8.50
B. Scope of Work/Services						25%				25%				25%	
B.1. Provided an overview of the entire proposal describing the work and services to be provided. The basic scope of services, objectives and intended results of the services were provided. The proposal addressed each number item outlined in RFP section entitled "Expectations of Pathology Services". A summary of how the proposal meets the RFP requirements and why the proposer is best qualified to perform these services is included. Proposer discussed any requirements <u>not</u> addressed in this RFP and <u>any constraints</u> in providing the services listed herein.				20	18		22.50	20	15.5		19.38	20	18		22.50
C. Experience and Qualifications						25%				25%				25%	
D.1. Provided a list of experience and qualifications including a description of the nature of the proposer's present work, including a comprehensive list of current and past services providing and corresponding client's names and contact information. Services referenced in the Statement of Experience and Qualifications list the involvement of the proposed staff members. Includes evidence of any special licensing or qualifications required to perform the work.				20	20		25.00	20	19.5		24.38	20	19.5		24.38
D. Project Schedule						10%				10%				10%	
D.1. The respondent provided a detailed proposed schedule identifying all tasks and projected dates of completion for project milestones.				20	20		10.00	20	17.5		8.75	20	17.5		8.75
E. Cost Proposal						30%				30%				30%	
E.1. Provided a detailed, fee-related or rate-related cost proposal based upon anticipated hours for services to be provided as requested. Provided a basis for charging on a time and materials basis. Included a breakdown of all costs associated with the services. Costs are reasonable.				20	20		30.00	20	20		30.00	20	20		30.00
TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent				100	96			100	88.5			100	92		
TOTAL WEIGHT (100%)						100.00%				100.00%				100.00%	
TOTAL WEIGHTED POINTS							96.50				90.50				94.13

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 07/21/2016

From: Judy Dias, Human Resources Director
(Department Head - please type)

Phone Ext. 473

Department Head Signature Judy Dias

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

Meeting Date Requested:
07/26/2016

Misc.

Agenda Title: Reclassify an Information Systems Specialist to an Information Systems Analyst

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

Reclassify an Information Systems Specialist to an Information Systems Analyst.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

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

Human Resources, IT - Jon Hopkins, Auditor

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9am Item # 7c

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

INFORMATION SYSTEMS SPECIALIST

DEFINITION

To provide the full range of journey level specialized technical support to the County's information technology programs in assigned technology area; functional areas of responsibility may include network, database and applications support; to troubleshoot and resolve technical operational issues in assigned program area; and to perform a variety of duties relative to assigned areas of responsibility.

REPORTS TO

This classification receives direction from the Director of Information Technology Services or higher level staff.

SUPERVISION EXERCISED

This classification does not exercise supervision over lower level staff.

EXAMPLES OF DUTIES - *The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.*

Provides specialized technical support to the County's information systems in assigned technology area; functional areas of responsibility may include network, database and applications support; performs technical network administrative duties such as setting passwords, adding users, loading and removing software applications, and monitoring network connectivity and response times; performs less complex network hardware and software troubleshooting duties on network servers and components; provides support for the more complex desktop system problems such as troubleshooting applications and networking issues; performs routine programming and testing for less complex applications; assists in the development of specifications for hardware and/or software; conducts one-on-one training sessions with desktop users either at the work site or within a classroom environment; provides information on system and application functions; and performs other duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods of time; frequently stand, walk, stoop, kneel and crouch; physical ability to lift and carry objects weighing up to 50 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers and facsimile machines.

INFORMATION SYSTEMS SPECIALIST - 2

TYPICAL WORKING CONDITIONS

Work is performed in an office with occasional outside work; incumbent may travel from site to site; exposure to electrical energy and dust; continuous contact with staff and the public; may work evenings and weekends as necessary.

MINIMUM QUALIFICATIONS

Knowledge of:

- Operations, services and activities of information technology programs.
- Principles and practices of customer service.
- Operational characteristics of personal computers and associated hardware, software and peripheral devices.
- Basic understanding of the operational characteristics of local and wide area network systems and components.
- As assigned, programming languages for applications development.
- Methods and techniques of loading and troubleshooting networked applications and components.
- Methods and techniques of troubleshooting computer system hardware and software problems.
- Office methods, practices and procedures including computers and associated word processing and spreadsheet applications.
- Proper English usage, spelling and grammar.

Ability to:

- Perform specialized duties in the assigned program area, which may include, network or applications support.
- Perform technical network duties such as e-mail administration, adding users and changing passwords.
- Perform routine programming duties in support of non-complex applications.
- Read and comprehend written material on a wide variety of technical subjects.
- Perform the full range of help desk first level responder duties.
- Troubleshoot, diagnose, and resolve problems with desktop computer hardware, software peripheral equipment and related devices.
- Effectively represent the County information technology services in contact with other County staff and vendors.

INFORMATION SYSTEMS SPECIALIST - 3

Ability to, continued:

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships.

Training and Experience: *Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

- **Education** – Equivalent to completion of an Associate's degree with major course work in computer science or a related field.
- **Experience** – Two years of experience providing technical support to network systems.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

INFORMATION SYSTEMS ANALYST

DEFINITION

To perform professional level duties in the analysis, evaluation, design, development, documentation, maintenance and administration of local and wide area networks; to install, configure and manage network servers; to develop training materials and conduct user training; and to perform a variety of duties relative to assigned areas of responsibility.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Information Systems Analyst series. Incumbents at this level are competent to perform the full range of assigned network development, management and administrative duties.

REPORTS TO

This classification receives direction from the Director of Information Technology Services.

SUPERVISION EXERCISED

This classification may exercise direct, functional, and technical supervision over lower level technical staff as directed by the Information Technology Director.

EXAMPLE OF DUTIES - *The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.*

Performs professional support in designing, developing, managing, administering and maintaining local and wide area network systems; researches, evaluates, plans, installs, coordinates and manages networked systems and components, including servers, switches, hubs, routers and related devices; provides support in the development and implementation of networked security systems including firewall design, configuration, installation, troubleshooting, maintenance and administration; identifies unauthorized access and potential security risks; implements and administers security strategies; monitors network traffic to ensure capacity and functional efficiency; installs, configures and manages network file and application servers; researches and develops techniques for standardization across networked systems and computing environments; designs, administers and manages network databases; researches, evaluates, designs, deploys, tests and manages specialized network applications for County departments; ensures County compliance with licensing rules and regulations; troubleshoots and resolves complex network and applications problems; manages data backups across multiple

INFORMATION SYSTEMS ANALYST - 2

County sites; archives data to ensure the integrity and security of media and data; provides training to end users on software applications either at the work site or within a classroom environment; designs and develops training materials; conducts training sessions; performs technical writing duties in the development and production of system documentation and instructional or procedural manuals; and performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods of time; frequently stand, walk, stoop, kneel and crouch; physical ability to lift and carry objects weighing up to 50 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers and facsimile machines.

TYPICAL WORKING CONDITIONS

Work is performed in an office with occasional outside work; incumbent may travel from site to site; exposure to electrical energy and dust; continuous contact with staff and the public; may work evenings and weekends as necessary.

MINIMUM QUALIFICATIONS

Knowledge of:

- Operations, services and activities of a comprehensive information technology program over multiple operating environments.
- Principles and practices of customer service.
- Principles and practices of network infrastructure design, configuration and development.
- Principles and practices of network server configuration, administration and management.
- Principles and practices of network security.
- Principles and practices of database design, administration and security.
- Operational characteristics of network systems and components including servers, routers, hubs and switches.
- A variety of standard and specialized software applications utilized in networked environments.
- Methods and techniques of troubleshooting, diagnosing and resolving complex network systems and applications problems. Standard and accepted procedures necessary to maintain the integrity and security of data in networked systems.

INFORMATION SYSTEMS ANALYST – 3

- Principles and practices of programming.
- Methods and techniques of developing and implementing training programs.
- Methods and techniques of developing systems technical documentation.
- Operational characteristics of personal computers and associated hardware, software and peripheral devices.
- Office methods, practices and procedures including computers and associated word processing and spreadsheet applications.
- Proper English usage, spelling and grammar.

Ability to:

- Perform a variety of professional specialized tasks in support of the County's networked systems.
- Design, develop, manage and administer network systems and servers, including security measures.
- Troubleshoot, research, diagnose and resolve complex network and associated hardware or software operational issues.
- Ensure the safety and integrity of network systems and information.
- Ensure operational capacity and availability of networked resources.
- Design, develop and administer databases.
- Develop and implement consistent standards for networked systems and applications.
- Ensure County compliance with mandated licensing requirements.
- Develop materials and conduct user training.
- Maintain confidentiality of records and information consistent with pertinent laws and regulations.
- Effectively represent the County information technology services in contact with other County staff and vendors.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships.

INFORMATION SYSTEMS ANALYST - 4

Training and Experience: *Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

- **Education** – Equivalent to completion of a Bachelor's degree with major course work in computer science or a related field.
- **Experience** – Two years of experience in the design, development, management and administration of local and wide area networked systems.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: July 12, 2016

From: James Wegner
(Department Head - please type)

Phone Ext. 515

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:

7-26-16

Department Head Signature [Signature]

Agenda Title: 2015 Annual Inmate Welfare Fund Report

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Pursuant to California Penal Code section 4025(e) please find attached to this Agenda Transmittal Form the annual report of expenditures associated with the Inmate Welfare Fund.

Recommendation/Requested Action:
Accept and approve attached annual report

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

Is a 4/5ths vote required? Yes No

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

Comments: IWF Annual Report attached

Request Reviewed by:
Chairman [Signature] Counsel [Signature]
Auditor [Signature] GSA Director _____
CAO [Signature] Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 7-26-16 Time 9am Item # 7D

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

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



TO: AMADOR COUNTY BOARD OF SUPERVISORS

FROM: JAMES WEGNER, UNDERSHERIFF

**SUBJECT: INMATE WELFARE FUND ANNUAL REPORT
30001-101363**

DATE: June 09, 2016

.....

Please find attached an overview of the 2015 annual Inmate Welfare Fund (IWF).

On January 1, 2015, IWF had a balance of \$163,456.46. On December 31, 2015, the ending balance was \$173,184.81.

The Amador County Jail, pursuant to California Penal Code Section 4025, has established a commissary program for the inmate population. The purpose of the commissary program is to allow inmates to make purchases for their use of items pre-approved by the Sheriff. These items include confectionary, toilet articles, writing materials and other similar products. The inmates are required to make these purchases using their personal cash. The County of Amador contracts with Swanson Services Corporation for the administration of this program and has done so since February 2014. All profits made from this program are deposited into the IWF and are kept in the treasury of the county.

The Amador County Jail contracts with Securus Technologies for the administration and maintenance of an inmate pay telephone system. Inmates using their cash funds purchase telephone cards from Securus allowing them access to call friends and relatives. Inmates can also use the Securus telephone system to make collect telephone calls to friends and family. Inmates can use the Securus telephone system to call the Public Defender's Office free of charge. Any money, refund, rebate or commission received from Securus is deposited into the IWF.

Pursuant to State law, any funds deposited in the IWF shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail. This includes salaries and benefits of personnel used in the programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare,

SERVICE • INTEGRITY • TEAMWORK • EXCELLENCE

library, accounting and other programs deemed appropriate. IWF funds may also be used to replace and/or repair damages caused by inmates.

IWF may not be used to pay required county expenses of confining inmates such as meals, clothing, housing or medical services and expenses.

By law, the Sheriff may expend funds from the IWF to provide indigent inmates, prior to release from the county jail, with essential clothing and transportation expenses within the county, or at the discretion of the Sheriff, to the inmate's county of residence, if the county is within 500 miles from the county of incarceration. The IWF cannot be used to pay for the transfer of an inmate to the custody of any other law enforcement official or jurisdiction.

Should you have any questions regarding this report, I will be happy to respond in writing or in person.



2015 Annual Report-30001 Consolidated Trust Fund
Account 101363 Inmate Commissary

Beginning Balance 01/01/15

\$ 163,456.46

Ending balance 12/31/15

\$ 173,184.81

Deposits for 2015

Total commissary Sales	85,261.80
Total phone card sales	56,825.00
Total commission	33,297.00
Credits (OTC Meds)	549.90
Interest	287.03
Total Deposits	\$ 176,220.73

Withdrawals for 2015

Vendor Checks	106,601.71
Phone Cards	32,098.50
Less Cash	0
GSA automatic deductions	27,792.17
Total Withdrawals	\$ 166,492.38



2015 Annual Report-30001 Consolidated Trust Fund
Account 101363 Inmate Commissary

Beginning Balance 01/01/15

\$ 163,456.46

Ending balance 12/31/15

\$ 173,184.81

Deposits for 2015

Total commissary Sales	85,261.80
Total phone card sales	56,825.00
Total commission	33,297.00
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Withdrawals for 2015

Vendor Checks	106,601.71
Phone Cards	32,098.50
Less Cash	0
GSA automatic deductions	27,792.17
Total Withdrawals	\$ 166,492.38

Transaction - 2015

1/1/2015 through 12/31/2015

6/8/2016

Date	Account	Num	Description	Memo	Category	Tag	Clr	Amount
4/30/2015	IWF 2011	DEP	Swanson		Commission			1,908.87
4/30/2015	IWF 2011	DEP	Swanson		003306			1,583.44
4/30/2015	IWF 2011		Gsa					-179.08
5/5/2015	IWF 2011		TONI FANCH...		050415 21 ABC			-210.00
5/19/2015	IWF 2011		COMcast		Utilities:Cable ...			-12.59
5/19/2015	IWF 2011		TONI FANCH...		051815028 D...			-280.00
5/19/2015	IWF 2011		LEGAL Resear...		03-15			-798.00
5/19/2015	IWF 2011		ATCAA	OCT-DEC 2...	JAN-MAR2015			-725.00
5/19/2015	IWF 2011		SWAnSON		SMF506124 S...			-3,684.18
5/29/2015	IWF 2011	DEP	Swanson		0031514			3,684.18
5/29/2015	IWF 2011	DEP	Securus		Phone Commi...			619.17
5/29/2015	IWF 2011		Gsa					-704.63
6/23/2015	IWF 2011		Securus		139807			-3,566.50
6/23/2015	IWF 2011		Legal Resear...		04-15 05-15			-2,339.00
6/23/2015	IWF 2011		Toni FANCHER		6115 20 ABC ...			-420.00
6/23/2015	IWF 2011		SWAnson		SMF507095S...			-9,482.40
6/23/2015	IWF 2011	DEP	Swanson		Commission ...			3,535.40
6/23/2015	IWF 2011	DEP	Swanson		003853			9,482.40
6/26/2015	IWF 2011		Gsa					-6,381.64
7/29/2015	IWF 2011		Atcaa		APRIL-JUNE ...			-812.50
7/29/2015	IWF 2011		COMCAST		Utilities:Cable ...			-78.71
7/29/2015	IWF 2011		LEGAL Resea...		06-15			-664.00
7/29/2015	IWF 2011		SECurus		139884			-3,566.50
7/29/2015	IWF 2011		TONI FANCH...		062915 07131...			-490.00
7/29/2015	IWF 2011		SWANSON					-8,100.36
7/30/2015	IWF 2011		Gsa		Cost Allocation			-4,254.90
7/31/2015	IWF 2011	DEP	SWANSON		000321			8,100.36
7/31/2015	IWF 2011	DEP	SWANSON		Commission ...			6,345.78
9/12/2015	IWF 2011		Swanson					-11,792.75
9/12/2015	IWF 2011		Toni FANCHER		081115 DEF ...			-460.00
9/12/2015	IWF 2011		LEGAL Resear...		07-15 08-15			-1,752.00
9/12/2015	IWF 2011		SECurus		142337			-3,566.50
9/12/2015	IWF 2011		COMCAST		Utilities:Cable ...			-102.05
9/14/2015	IWF 2011	DEP	SWANSON		000750			11,792.75
9/14/2015	IWF 2011	DEP	SWANSON		Commission ...			3,280.31
9/30/2015	IWF 2011		Gsa					-5,082.21
10/10/2015	IWF 2011		Toni FANCHER		92115 14 AB...			-300.00
10/10/2015	IWF 2011		SECurus		143847			-3,566.50

Transaction - 2015
1/1/2015 through 12/31/2015

Date	Account	Num	Description	Memo	Category	Tag	Clr	Amount
10/10/2015	IWF 2011		SWANSON		SMF515288 S...			-7,677.00
10/10/2015	IWF 2011		COMCAST		Utilities:Cable ...			-41.93
10/10/2015	IWF 2011		TONI FANCHER		91415 14 30 ...			-300.00
10/30/2015	IWF 2011		gsa					-639.42
10/31/2015	IWF 2011	DEP	Swanson		0001047			7,677.00
10/31/2015	IWF 2011	DEP	Swanson		Commission ...			2,971.02
11/7/2015	IWF 2011		TONI FANCHER		101915 25 AB...			-430.00
11/7/2015	IWF 2011		LEGAL Resear...		09-15			-1,553.00
11/7/2015	IWF 2011		ATcaa	OCT-DEC 2...	JULY-SEPT 2...			-837.50
11/7/2015	IWF 2011		SECurus		144474			-3,566.50
11/7/2015	IWF 2011		SWANSON		SMF517003 S...			-7,052.47
11/9/2015	IWF 2011	DEP	Swanson		001355			7,052.47
11/9/2015	IWF 2011	DEP	Swanson		Commission ...			3,304.03
11/30/2015	IWF 2011		gsa					-350.66
12/2/2015	IWF 2011		TONI FANCHER		111715 ABC ...			-350.00
12/2/2015	IWF 2011		LEGAL Resear...		02-15			-1,136.00
12/2/2015	IWF 2011		SWANSON		SMF519089 S...			-5,683.69
12/3/2015	IWF 2011	DEP	Swanson		001616			5,683.69
12/3/2015	IWF 2011	DEP	Swanson		Commission ...			3,342.95
12/21/2015	IWF 2011		Swanson		Sf16954 Sf16...			-654.27
12/21/2015	IWF 2011		SWANSON		INVOICE 201...			-205.00
12/21/2015	IWF 2011		SECurus		145483			-3,566.50
12/21/2015	IWF 2011		LEGAL Resea...		10-15			-1,608.00
12/21/2015	IWF 2011		TONI FANCH...		121415 15 ABC			-150.00
12/21/2015	IWF 2011		SWANSON		SMF520493 S...			-5,058.01
12/21/2015	IWF 2011	DEP	Swanson		001842			5,058.01
12/21/2015	IWF 2011	DEP	PHONE CAR...		Phone Card S...			34,335.00
12/23/2015	IWF 2011		Gsa					-4,933.88
12/23/2015	IWF 2011	DEP	interest Earned		Interest Inc			287.03
1/1/2015 - 12/31/2015								9,728.35
BALANCE 12/31/2015								173,184.81
TOTAL INFLOWS								175,361.46
TOTAL OUTFLOWS								-165,633.11
NET TOTAL								9,728.35



TO: AMADOR COUNTY BOARD OF SUPERVISORS

FROM: JAMES WEGNER, UNDERSHERIFF

**SUBJECT: INMATE WELFARE FUND ANNUAL REPORT
30001-101363**

DATE: June 09, 2016

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Please find attached an overview of the 2015 annual Inmate Welfare Fund (IWF).

On January 1, 2015, IWF had a balance of \$163,456.46. On December 31, 2015, the ending balance was \$173,184.81.

The Amador County Jail, pursuant to California Penal Code Section 4025, has established a commissary program for the inmate population. The purpose of the commissary program is to allow inmates to make purchases for their use of items pre-approved by the Sheriff. These items include confectionary, toilet articles, writing materials and other similar products. The inmates are required to make these purchases using their personal cash. The County of Amador contracts with Swanson Services Corporation for the administration of this program and has done so since February 2014. All profits made from this program are deposited into the IWF and are kept in the treasury of the county.

The Amador County Jail contracts with Securus Technologies for the administration and maintenance of an inmate pay telephone system. Inmates using their cash funds purchase telephone cards from Securus allowing them access to call friends and relatives. Inmates can also use the Securus telephone system to make collect telephone calls to friends and family. Inmates can use the Securus telephone system to call the Public Defender's Office free of charge. Any money, refund, rebate or commission received from Securus is deposited into the IWF.

Pursuant to State law, any funds deposited in the IWF shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail. This includes salaries and benefits of personnel used in the programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare,

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library, accounting and other programs deemed appropriate. IWF funds may also be used to replace and/or repair damages caused by inmates.

IWF may not be used to pay required county expenses of confining inmates such as meals, clothing, housing or medical services and expenses.

By law, the Sheriff may expend funds from the IWF to provide indigent inmates, prior to release from the county jail, with essential clothing and transportation expenses within the county, or at the discretion of the Sheriff, to the inmate's county of residence, if the county is within 500 miles from the county of incarceration. The IWF cannot be used to pay for the transfer of an inmate to the custody of any other law enforcement official or jurisdiction.

Should you have any questions regarding this report, I will be happy to respond in writing or in person.



AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: January 2015

Sales	4397.65
Sales Tax	40.20
Commissions (Securus)	1822.01
Total Cash Sales	6259.86
Beginning Inventory	0
Purchases Added	4437.85
Ending Inventory	0
Cost of Goods Sold	4437.85
Difference (Sales over Cost)	1822.01
Less: Cash Purchases	0
Less: Securus Calling Cards	3566.50
Net Revenue Over Expenses	-1744.49

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of January 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of January 2015 is complete, true and correct.

A handwritten signature in black ink, appearing to read "James Wegner", is written over a horizontal line.

James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 002180

Cash on Hand: Petty Cash: \$0



AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: February, 2015

Sales	5641.73
Sales Tax	64.32
Commissions (Securus-Swanson)	800.83
Total Cash Sales	6506.88
Beginning Inventory	0
Purchases Added	5706.05
Ending Inventory	0
Cost of Goods Sold	5706.05
Difference (Sales over Cost)	800.83
Less: Cash Purchases	0
Less: Securus Calling Cards	0
Net Revenue Over Expenses	800.83

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of February 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of February 2015 is complete, true and correct.

A handwritten signature in black ink, appearing to read "James Wegner", is written over a horizontal line.

James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 002523

Cash on Hand: Petty Cash: \$0

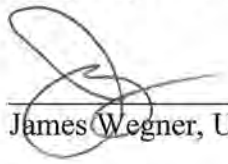


AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: March 2015

Sales	7980.88
Sales Tax	92.98
Commissions (Securus)	5366.63
Total Cash Sales	13440.49
Beginning Inventory	0
Purchases Added	8073.86
Ending Inventory	0
Cost of Goods Sold	8073.86
Difference (Sales over Cost)	5366.63
Less: Cash Purchases	0
Less: Securus Calling Cards	3566.50
Net Revenue Over Expenses	1800.13

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of March 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of March 2015 is complete, true and correct.


James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 002638, 002947

Cash on Hand: Petty Cash: \$0



AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: April 2015

Sales	7577.11
Sales Tax	76.80
Commissions (Securus)	1908.87
Total Cash Sales	9562.78
Beginning Inventory	0
Purchases Added	7653.91
Ending Inventory	0
Cost of Goods Sold	7653.91
Difference (Sales over Cost)	1908.87
Less: Cash Purchases	0
Less: Securus Calling Cards	3566.50
Net Revenue Over Expenses	-1657.63

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of April 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of April 2015 is complete, true and correct.


James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 003305, 003306

Cash on Hand: Petty Cash: 0




AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: May 2015

Sales	3648.07
Sales Tax	36.11
Commissions (Securus)	619.17
Total Cash Sales	4303.35
Beginning Inventory	0
Purchases Added	3684.18
Ending Inventory	0
Cost of Goods Sold	3684.18
Difference (Sales over Cost)	619.17
Less: Cash Purchases	0
Less: Securus Calling Cards	0
Net Revenue Over Expenses	619.17

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of May 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of May 2015 is complete, true and correct.


James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 003514

Cash on Hand: Petty Cash: \$ 0



AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: June, 2015

Sales	9365.66
Sales Tax	116.74
Commissions (Securus, Swanson)	3535.40
Total Cash Sales	13017.80
Beginning Inventory	0
Purchases Added	9482.40
Ending Inventory	0
Cost of Goods Sold	9482.40
Difference (Sales over Cost)	3535.40
Less: Cash Purchases	0
Less: Securus Calling Cards	3566.50
Net Revenue Over Expenses	-31.10

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of June 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of June 2015 is complete, true and correct.


James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 003853

Cash on Hand: Petty Cash: \$ 0

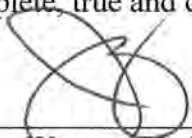


AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: JULY 2015

Sales	8020.07
Sales Tax	80.29
Commissions (Securus, Swanson)	6345.78
Total Cash Sales	14446.14
Beginning Inventory	0
Purchases Added	8100.36
Ending Inventory	0
Cost of Goods Sold	8100.36
Difference (Sales over Cost)	6345.78
Less: Cash Purchases	0
Less: Securus Calling Cards	3566.50
Net Revenue Over Expenses	2779.28

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of July 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of July 2015 is complete, true and correct.


James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 000321

Cash on Hand: Petty Cash: \$ 0

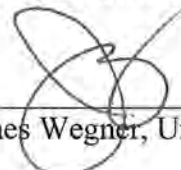


AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: August 2015

Sales	0
Sales Tax	0
Commissions (Securus, Swanson)	
Total Cash Sales	0
Beginning Inventory	0
Purchases Added	0
Ending Inventory	0
Cost of Goods Sold	0
Difference (Sales over Cost)	0
Less: Cash Purchases	0
Less: Securus Calling Cards	0
Net Revenue Over Expenses	0

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of August 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of August 2015 is complete, true and correct.


James Wegner, Undersheriff

Received Revenues:

Deposit Permit:

Cash on Hand: Petty Cash: \$ 0

ALL AUGUST TRANSACTIONS WERE PROCESSED IN SEPTEMBER 2015

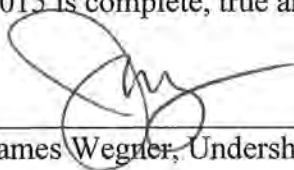


AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: September 2015

Sales	11673.91
Sales Tax	118.84
Commissions (Securus,)	3280.31
Total Cash Sales	15073.06
Beginning Inventory	0
Purchases Added	11792.75
Ending Inventory	0
Cost of Goods Sold	11792.75
Difference (Sales over Cost)	3280.31
Less: Cash Purchases	0
Less: Securus Calling Cards	3566.50
Net Revenue Over Expenses	-286.19

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of September 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of September 2015 is complete, true and correct.


James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 000750

Cash on Hand: Petty Cash: \$0

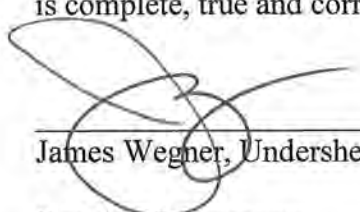


AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: October 2015

Sales	7609.60
Sales Tax	67.40
Commissions (Securus, Swanson)	2971.02
Total Cash Sales	10648.02
Beginning Inventory	0
Purchases Added	7677.00
Ending Inventory	0
Cost of Goods Sold	7677.00
Difference (Sales over Cost)	2971.02
Less: Cash Purchases	0
Less: Securus Calling Cards	3566.50
Net Revenue Over Expenses	-595.48

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of October 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of October 2015 is complete, true and correct.


James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 001047

Cash on Hand: Petty Cash: 0

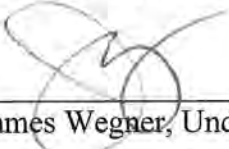


AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: November 2015

Sales	6987.21
Sales Tax	65.26
Commissions (Securus, Swanson)	3304.03
Total Cash Sales	10356.50
Beginning Inventory	0
Purchases Added	7052.47
Ending Inventory	0
Cost of Goods Sold	7052.47
Difference (Sales over Cost)	3304.03
Less: Cash Purchases	
Less: Securus Calling Cards	3566.50
Net Revenue Over Expenses	-262.47

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of November 2015. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of November 2015 is complete, true and correct.


James Wegner, Undersheriff

Received Revenues:

Deposit Permit: 001355

Cash on Hand: Petty Cash: 0



AMADOR COUNTY INMATE COMMISSARY FUND

FOR THE MONTH OF: December, 2015

Sales	10643.84
Sales Tax	97.86
Commissions (Securus, Swanson, Interest)	3629.98
Total Cash Sales	14371.68
Beginning Inventory	0
Purchases Added	11600.97
Ending Inventory	0
Cost of Goods Sold	11600.97
Difference (Sales over Cost)	2770.71
Less: Cash Purchases	0
Less: Securus Calling Cards	3566.50
Net Revenue Over Expenses	-795.79

I, James Wegner, Undersheriff, do swear that the receipt records in my office, a copy of which is submitted to the Auditor/Controller, contain a true statement in detail of all fees and compensations received of every kind and nature for official services rendered by me, my deputies and assistants, and the amount of all fines, and trust money, received, allocated, and on hand for the month of December 2016. I further swear that to my knowledge or belief, proper fees were charged for all official services that are legally required to be charged, and that all of those fees are reflected in the aforementioned receipt records. Consequently, the following statement of monthly cash, as taken from the receipt records, or funds collected, deposited, allocated, that was held by me or under my control for the month of December 2016 is complete, true and correct.

A handwritten signature in black ink, appearing to read "James Wegner", is written over a horizontal line.

James Wegner, Undersheriff

Receipted Revenues:

Deposit Permit: 001616, 001842

Cash on Hand: Petty Cash: 0