



Agenda _____ July 24, 2012

June 22, 2012

The Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

REVISED
7/17/12

Dear Board Members:

SUBJECT: Approve Standard Services Agreement with Mental Health Association of Alameda County

RECOMMENDATION:

1. That your Board approve and sign a standard services agreement with Mental Health Association of Alameda County (MHAAC), a community based organization (Executive Director Stephen J. Bischoff; Location: Oakland, CA) to implement the 5150 Technical Assistance and Training project under Mental Health Services Act- Prevention and Early Intervention (MHSA-PEI) Statewide Multi-Jurisdictional Projects Funds, from July 1, 2012 through June 30, 2014 for a one-time only contract, amount not to exceed \$90,000. (Procurement contract # 7797).
2. Approve and authorize the Auditor-Controller to increase appropriation with offsetting revenues as shown in the attached Financial Recommendation.

DISCUSSION / SUMMARY

In 2007 the California Mental Health Services Oversight and Accountability Commission approved \$123.8 million in MHSA PEI Statewide Projects. The purpose of this MHSA PEI Statewide program is to develop a comprehensive approach to promoting student mental health and well-being, promoting positive school climate activities, and the reduction of stigma around seeking help for mental health issues in the K-12 and higher education setting. In order to access these funds counties had the option of collaborating with another county or jurisdiction to secure funding. State allocated Alameda County \$1,749,314 and the City of Berkeley \$153,506 (total \$1,902,820) for the MHSA PEI Statewide Projects of Reducing Stigma and Discrimination, Student Mental Health and Suicide Prevention. BHCS has been designated as the lead jurisdiction and will manage all procurement services, as well as fiscal and programmatic reporting. These Statewide projects are time-limited (7/1/2011 to 6/30/2014) and will be implemented jointly with the City of Berkeley for the following topic areas:



1) Reduction of Stigma and Discrimination; 2) Student Mental Health Initiative; and 3) Suicide Prevention.

Section 5150 of the California Welfare and Institutions (WIC) Code allows a qualified officer or clinician to involuntarily confine a person deemed to have a mental disorder that makes them a danger to him or her, and/or others and/or gravely disabled. A qualified officer, who includes any California peace officer, as well as any specifically designated clinician, can request the confinement after signing a written declaration.

A psychiatric crisis that results in an individual being involuntarily confined (5150 process) is incredibly stressful not only for the individual in crisis but also for their family and loved ones. When individuals and family members do not understand the 5150 process it can be very traumatic. Through this 5150 training program BHCS hopes to reduce the stress and trauma that go along with this type of situation through increasing knowledge and awareness.

Alameda County Behavioral Health Care Services Agency (BHCS) has identified a Community Based Organization: the Mental Health Association of MHAAC to conduct trainings on the 5150 process.

MHAAC will collaborate with BHCS to conduct the training project to address the following goals: increase consumer and family member knowledge of the 5150 process; increase understanding of how to interact with law enforcement during a crisis; increase skills for consumers and family members on how to cope during and after a crisis (including communications skills between consumer and family members). Additional goals may be developed during the start-up/technical assistance phase.

The MHAAC has an extensive background in providing patients' rights and advocacy services and the MHAAC's Family Education and Resource Center (FERC) program, provides support and education to the community regarding the 5150 process and California Assembly Bill 1424. FERC has many year's experience providing training on the specifics of the 5150 process and AB 1424 in the five threshold languages that reflect the diverse communities in Alameda County including: English, Spanish, Chinese, Vietnamese and Farsi.

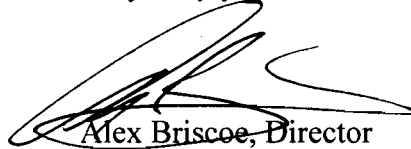
SELECTION CRITERIA:

BHCS posted an informal Request for Proposal (RFP) for the 5150 Training Project on BHCS website on March 7, 2012. BHCS received one response, which was from the MHAAC. MHAAC is a non-profit community-based organization and is exempt from SLEB requirements. The MHAAC has an extensive background in providing patients' rights and advocacy services. This provider has had a longstanding contract relationship with BHCS for the purpose of providing mental health, supportive and advocacy services to mentally ill and mentally disabled adults and family caregivers since 1993.

FINANCING:

Funding is available through Mental Health Services Act Prevention and Early Intervention Statewide Projects Funds. There will be no increase in net County cost.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alex Briscoe', is written over the printed name.

Alex Briscoe, Director
Health Care Services Agency

AB/th/am

Cc: County Administrator
County Counsel
Auditor-Controller

Attachments:

Fin Rec
Std services contract

FINANCIAL RECOMMENDATION

AGENDA DATE: 7/24/2012

Subject of Board Letter:

Approve Standard Services Agreement with
Mental Health Association of Alameda County
Procurement Contract #7977

7/24/2012

BY: 2013

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350551	452120	00000		\$90,000
ORG TOTAL				\$90,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$90,000

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350500	610000	00000		\$90,000
ORG TOTAL				\$90,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$90,000

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2012, is by and between the *County of Alameda*, hereinafter referred to as the “County”, and *Mental Health Association of Alameda County*, herein after referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain *technical assistance, training and program evaluation services for mental health consumers and their family members/caregivers* which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide technical assistance, *training and program evaluation services for mental health consumers and their family members/caregivers* , and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from July 1, 2012 through June 30, 2014.


The compensation payable to Contractor hereunder shall not exceed *Ninety Thousand Dollars (\$90,000)* for the term of this Agreement.

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

COUNTY OF ALAMEDA

Mental Health Association of Alameda County

By: _____
Signature

By:  _____
Signature

Name: Nate Miley
(Printed)


Name: Stephen J. Bischoff
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 7/2/12

Approved as to Form:

By:  _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective,

Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: *COUNTY OF ALAMEDA
Behavioral Health Care services
2000 Embarcadero Suite 400
Oakland, CA 94606-5300
Attn: Gary Spicer, Director
Behavioral Health Care Management Services*

To Contractor: *MENTAL HEALTH ASSOCIATION
OF ALAMEDA COUNTY
954 60th Street, Suite 10
Oakland, CA 94608
Attn: Stephen J. Bischoff, Executive Director
SJB@MHAAC.ORG*

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.

- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or

last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its *maintenance services for Network of Care Website* shall not exceed \$31,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).

- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.

24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

1. Delete Paragraph 22, **First Source Program**, does not apply.

County Counsel Signature: _____

A handwritten signature in black ink, appearing to read "Galen R. Smith", is written over a horizontal line. The signature is fluid and cursive.

EXHIBIT A
DEFINITION OF SERVICES

1. Mental Health Association of Alameda County (“Contractor”) shall provide the following services to assist Behavioral Health Care Services (“BHCS” or “County”) to implement a 5150 training and technical assistance project of the Mental Health Service Act (“MHSA”) Prevention and Early Intervention.

Agreement Term: The term of this Agreement will be from July 1, 2012, through June 30, 2014, with no option to renew.

This training program will address the following goals: increase consumer and family member knowledge of the 5150 process; increase understanding of how to interact with law enforcement during a crisis; increase skills for consumers and family members on how to cope during and after a crisis (including communications skills between consumer and family members). Additional goals may be developed during the start-up/technical assistance phase.

2. Contractor shall provide all services to County under this Agreement in accordance with the Implementation Plan and Outline attached hereto as Exhibit A-1.

Contractor shall provide these specific services as described below:

- Develop a comprehensive outreach plan that will include a coordinated content distribution and announcement approach that will be used countywide.
 - Identify and recruit stakeholders to help design the training both in terms of content and methodology.
 - Complete a training design that is approved by BHCS.
 - Develop an evaluation tool to be used for each training in order to gauge training effectiveness.
 - Identify, recruit and train training presenters.
 - For FY 12/13 conduct four 5150 trainings. Two of the trainings will target consumers and two trainings will target family members.
 - For FY 13/14 conduct four 5150 trainings. Two of the trainings will target consumers and two trainings will target family members.
 - Provide a brief annual report on program progress and challenges, including training evaluation data.
3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY

5150 Training Program proposal

**MENTAL HEALTH ASSOCIATION OF ALAMEDA COUNTY
954 60TH STREET, SUITE 10
OAKLAND, CA 94608**

Stephen J. Bischoff, Executive Director
(510) 835-5010

SJB@MHAAC.ORG

April 6, 2012

A. Outreach Strategy

In developing an effective outreach strategy to include the City of Berkeley and Albany, the project will focus on the two target audiences: family members/caregivers of a loved one who has a mental illness and individuals who are living with a serious emotional disturbance or mental health challenge in Alameda County and the Cities of Berkeley and Albany.

The 5150 training program will address the unique concerns of different stakeholder groups and work towards reducing the trauma, stress and stigma by increasing the knowledge, awareness and mutual understanding between family members/caregivers, consumers, law enforcement and mental health service providers.

Vehicles for information dissemination: A coordinated content distribution and announcement approach may include flyers, brochures, and web-accessible information will be the primary method to initiate the dissemination of information.

Various organizations providing mental health services throughout the City of Berkeley will be directly contacted by FERC including the following organizations:

- Berkeley Mental Health
 - Family Advocate
 - Mental Health Commission
- Berkeley Mobile Crisis
- Bonita House
- Russell Street Residency
- Multi Agency Service Center (MASC)
- Berkeley Drop-In Center
- Alta Bates Summit Medical Center - Herrick
- University of California Berkeley
- NAMI East Bay

B. Outreach implementation

Initial outreach will be focused on identifying and recruiting stakeholders to help in designing the training both in terms of content and methodology. The RFP lists elements the 5150 training must include and specifies a four hour time block for each of the trainings. FERC will conduct focus groups to find out what stakeholder groups, with particular attention to consumer and family groups, they think should be included in the training and the best format they see as fit. From CIT it is clear that law enforcement officers have an extensive amount of practical advice tips for families and consumers involved in a 5150 situation. Consumers who are developing a Wellness Recovery Action Plan (WRAP) have to include sections on dealing with a crisis and make

decisions about what they want to have happen if they are no longer able to make decisions for themselves. Doctors and other mental health professionals who work in psychiatric emergency services will have useful suggestions for both families and consumers. Different ethnic and cultural groups will have important considerations that need to be taken into account, such as great apprehension about calling in law enforcement officers to help with a psychiatric crisis situation.

The first six months of the project will be spent conducting outreach and information gathering to enable the most effective training designs. In many cases, it will be clear where to start in reaching out to various stakeholder groups, for example: to CIT graduates for law enforcement; to WRAP trainings and support groups for consumers known to prepare in advance on how to identify early warning signs and how to handle with a 5150 situation; to NAMI groups who can reach family caregivers; to specialized support groups such as the African American family support group and to community-based agencies serving particular language and cultural groups. Another group that FERC recognizes as a target audience is the Transitional Age Youth (TAY) 16-24 population. Both TAY consumers and family members can benefit from the knowledge and information gained from attending 5150 training. This is a crucial age and population within our communities that CIT can make a difference in prevention and outcome. FERC will outreach to this population by collaborating with existing organizations and groups specific for this population, such as the Transitional Age Youth Systems of Care, POCC, and Casa de la Vida - a 24 hour residential facility that supports this age group by providing a supportive living environment which empowers and prepares their residents for recovery and independent living. The project will need to identify mental health professionals with expertise in conducting focus groups to help design the teams and likely to train volunteers to help conduct these groups.

Once the training portion of the project is ready to begin, we will turn to the contacts developed in the focus group portion of the project to help identify and reach out to people who would be interested in participating in the training. In addition, outreach and information will be conducted and distributed using the following methods:

- a. Distribute training/presentation flyers throughout Alameda County including the Cities of Berkeley and Albany
 - i. Post on community boards
 - ii. Post at FERC office sites:
 1. East Oakland
 - a. with addition to other relevant agencies co-located in the Eastmont Town Center
 2. Hayward
 - a. South County Crisis Response Program
 - b. Geriatric Assessment Response Team

3. Fremont
 - a. with addition to other agencies and organizations co-located at the Fremont Family Resource Center
4. Livermore
 - a. South County Crisis Response Program
 - iii. Email flyers to CBOs and other providers and public agencies
- b. Website announcement via internet
 - i. FERC
 - ii. Alameda County Network of Mental Health Clients
 - iii. PEERS
 - iv. ACBHCS including Pool of Consumer Champions
 - v. The 4 NAMI affiliates in Alameda County
 - vi. The Alameda County Family Coalition
 - vii. Agency Facebook pages
 1. FERC
 2. PEERS
 - viii. Craigslist
- c. Announce at family caregiver/support group meetings that FERC Family Advocates facilitate and attend regularly and mail/email to all others
- d. Announce at WRAP trainings
- e. NAMI Newsletters
- f. Local newspaper(s)
- g. Face-to-face meetings with other agencies (i.e. in-service announcement at staff meetings)
- h. Community outreach events:
 - i. Health fairs
 - ii. Community block fairs
 - iii. School fairs
 - iv. Faith-based fairs

C. Design Program to meet needs of different stakeholders

This training program will collectively form a diverse planning committee and panel of presenters who represent and reflect the cultural, gender, sexual orientation, and ethnic diversity of Alameda County and the City of Berkeley.

FERC provides information packets that include specific information on the 5150 process and AB 1424 in the five threshold languages that reflect our diverse communities: English, Spanish, Chinese, Vietnamese and Farsi.

FERC recognizes and acknowledges that stigma and rejection of mental illness is prominent in many cultures. The sensitivity surrounding mental health and the 5150

process is deeply rooted within the various cultures and must be addressed in a mindful and respectful manner. By increasing the consumer and family member's knowledge of the 5150 process, increasing an understanding of how to engage law enforcement during a crisis and to teach effective communication skills between the consumer and family members will start the dialogue of these challenges surrounding mental health in hopes to ensure safety for all involved members and to educate the public.

FERC staff, which includes members from several ethnic cultural groups, has been to the following cultural competency conferences, workshops, and has participated in the following cultural responsive collaborations:

- NAMI National and State Conferences, 2010 - 2012
- Cultural Competency Summit, 2010 - 2011
- "A Bridge Over Troubled Waters," 2011 - 2012
- "Spirituality 101", 2011 – 2012
- "Healing Through our Cultural Roots," 2012
- Mental Health and Spirituality Training/API and Refugee Community, 2011
- MOU with:
 - Asian Community Mental Health Services
 - Afghan Coalition
- FERC office hours at La Clinica de la Raza, 2010 - 2011
- Supported Alameda County's efforts in African-American Utilization Study, LGBTQI
- Cultural Street Fairs and Festivals
 - 24th Annual Chinatown Street Festival, 2011
 - La Clinica's Annual Health Fair
- Afghan Mental Health workers graduation, 2011
- NAMI
 - Family-to-Family facilitator training in Spanish, 2012
 - Family member/caregiver support group facilitator training in Spanish, 2012
- Afghan Mental Health Project Advisory Committee, 2012
- "Through the Eyes of Youth" – outreach to TAY hosted by FERC, 2011
- Guest speaker at Chinese Support Group meetings, 2009 - 2011
- FERC was awarded the STAR Collaboration Award, Fremont Family Resource Center, 2011

6. Provide a description of how your organization would conduct the 5150 trainings including important training topics (30 points).

This description contains basic elements of the trainings including important topics. Depending on stakeholder feedback, additional topics may be added and the format may change.

Presentation Outline for Family Members	
Panel Presentation	<ul style="list-style-type: none"> ▪ Family members ▪ Consumers ▪ Law Enforcement Officers and other First Responders ▪ Psychiatric Emergency Workers ▪ Legal Expert.
What is a 5150? How to avert / prevent a 5150 crisis?	<ul style="list-style-type: none"> ▪ Define danger to self, danger to others and gravely disabled ▪ How to identify early warning signs and triggers ▪ De-escalation ▪ Supports: -NAMI -W.R.A.P
How to effectively prepare for a 5150?	<ul style="list-style-type: none"> ▪ AB 1424 ▪ How to appropriately inform the dispatcher with pertinent information (i.e. your loved one's diagnosis, no weapons in the home, meeting the officer outside the home, etc) ▪ Assign a point-person to meet the officer(s) outside and speak on behalf of the family
First Responders / Law Enforcement Officers	<ul style="list-style-type: none"> ▪ Understanding their perspective, their primary roles and responsibilities ▪ Review protocol and procedures ▪ Key components of their training focus on a 5150 process ▪ On-site assessment
What to expect during this (up-to) 72 hour hold?	<ul style="list-style-type: none"> ▪ Possibility of early discharge from a psychiatric acute facility ▪ Providers may not speak with family members due to Confidentiality laws; discuss Release of Information and AB 1424 ▪ Discharge planning (i.e. housing options if he/she cannot return back home, support, medications, etc) ▪ 5150 → 5250
What helped? What hurt? Coping strategies.	<ul style="list-style-type: none"> ▪ Sharing of personal lived experiences from presenters ▪ Emotional stages
Presentation Outline for Consumers	

Panel Presentation	<ul style="list-style-type: none"> ▪ Family members ▪ Consumers ▪ Law Enforcement Officers and other First Responders ▪ Psychiatric Emergency Workers ▪ Legal Expert.
What is a 5150? How to avert / prevent a 5150 crisis?	<ul style="list-style-type: none"> ▪ Define danger to self, danger to others and gravely disabled ▪ How to identify early warning signs and triggers ▪ De-escalation ▪ Supports: -W.R.A.P: identifying your supports
Crisis: voluntary vs. involuntary	<ul style="list-style-type: none"> ▪ Intervention options ▪ Treatment options
First Responders / Law Enforcement Officers	<ul style="list-style-type: none"> ▪ Understanding their perspective, their primary roles and responsibilities ▪ Review protocol and procedures ▪ Key components of their training focus on a 5150 process ▪ On-site assessment
Hospitalization	<ul style="list-style-type: none"> ▪ Confidentiality / Release of Information ▪ Patients' Rights Advocates ▪ 5150 → 5250 ▪ Discharge planning
What helped? What hurt? Coping strategies.	<ul style="list-style-type: none"> ▪ Sharing of personal lived experiences from presenters ▪ Emotional stages ▪ What do you want the audience to know?
Maintaining Wellness and Recovery	<ul style="list-style-type: none"> ▪ W.R.A.P
Deliverable	Deadline by:
Conduct outreach strategies, secure stakeholder feedback, develop presentation panel, identify evaluation tools, train family members (FM) and consumer (C) representatives	May 1 – October 31, 2012
FY 12/13: Presentation #1: FM	January 31, 2013
FY 12/13: Presentation #2: C	February 28, 2013
FY 12/13: Presentation #3: FM	April 30, 2013
FY 12/13: Presentation #4: C	June 30, 2013
FY 13/14: Presentation #1: FM	August 31, 2013
FY 13/14: Presentation #2: C	October 31, 2013
FY 13/14: Presentation #3: FM	November 30, 2014
FY 13/14: Presentation #4: C	January 31, 2014
Evaluation of Training Program	June 30, 2014

EXHIBIT B
PAYMENT TERMS

1. The term of this Agreement is *July 1, 2012* through *June 30, 2014*.
2. Payment under the terms of this Agreement shall not exceed the total amount of *Ninety Thousand Dollars (\$90,000.00)* for the period of the Agreement. This cost includes all taxes and all other charges.

The County will pay for the services provided under this Agreement with funds received by the County through the Mental Health Services Act (also known as MHSA or Prop 63), Prevention and Early Intervention (PEI) Statewide Projects fund. Thus, this Agreement is contingent upon the availability and receipt of MHSA funding by the County. Funds from this Agreement shall only be used to pay for programs authorized by California Welfare and Institutions Code section 5892. County reserves the right to terminate this Agreement if MHSA funding becomes unavailable to or is not received by the County.

County will use its best efforts to pay Contractor 30 days after receipt and approval of invoice for services performed pursuant to this Agreement. Invoices must reflect actual expenses incurred and services performed. Invoices will be reviewed for approval by the County's representative: *Behavioral Health Care Services Director of Management Services, Gary Spicer or his designee*. All invoices under this Agreement shall be sent to:

*COUNTY OF ALAMEDA
Behavioral Health Care Services
2000 Embarcadero, Suite 101
Oakland, CA 94606-5300
Attn: Amber Ma, Financial Services Specialist II*

5. Contractor shall provide services in Exhibit A and A-1. Contractor's expenses under this Agreement shall conform to Contractor's 5150 Training Project Annualized Budget and Contractor's 5150 Training Project Expenses Details, which are attached hereto as Exhibit B-1.

Program Name: 5150 Training Program	
Annual Budget:	FY 12-13
Provider Name:	Mental Health Association of Alameda County

SALARIES & WAGES	Direct				Annualized Budget (12 Months)
STAFF CLASSIFICATIONS	Services (X)	Annualized Salary	Positions	FTE	
Program Director		67,000	1	0.10	6,700
Administrative Assistant		34,480	1	0.25	8,620
					0
					0
					0
					0
					0
					0
Salaries & Wages			2	0.35	15,320
Employee Benefits and Taxes	25.00%				3,830
TOTAL SAL, WAGES & BENEFITS				0.35	19,150
TOTAL DIRECT SERVICE FTE				0.00	

OPERATING EXPENSES		
Food		1,800
Office Expense		1,500
Recreational Supplies		
Maintenance		
Structure		
Equipment		
Vehicles		
Utilities		
Communications		1,500
Membership Dues		
Transportation		3,600
Travel		
Training		
Professional & Specialized Services (Complete Expenses Detail Form)		23,000
Insurance		600
Taxes & Licenses		
Rents & Leases		
Structure		600
Equipment		
Vehicles		
Depreciation		
Structure		
Equipment		
Vehicles		
Miscellaneous (Complete Expenses Detail Form)		6,750
TOTAL OPERATING EXPENSES		39,350
	Facilities Management Percentage	0.09
	Vehicle Costs Percentage	0.09
	Professional Costs Percentage	0.58
	Miscellaneous Costs Percentage	0.23

ADMIN (Complete Expenses Detail Form)		1,500
TOTAL COST		60,000

**EXPENSES DETAIL
DESCRIPTION / EXPLANATION OF LINE-ITEMS**

Provider Name Mental Health Association of Alameda County
 Program Name 5150 Training Program
 Prepared By Stephen J. Bischoff

Contract Period FY 12-13
 Line Item Miscellaneous
 Date Prepared 5/18/2012

DESCRIPTION / EXPLANATION	AMOUNT	COMMENTS (For BHCS Use)
1. Pay logistical expenses for focus groups and stipends for participants.	\$ 6,750	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	
Total Line-Item Amount	\$ 6,750	

**EXPENSES DETAIL
DESCRIPTION / EXPLANATION OF LINE-ITEMS**

Provider Name Mental Health Association of Alameda County
 Program Name 5150 Training Program
 Prepared By Stephen J. Bischoff

Contract Period FY 12-13
 Line Item Admin (Indirect Cost)
 Date Prepared 5/16/2012

DESCRIPTION / EXPLANATION	AMOUNT	COMMENTS (For BHCS Use)
1. Help defray costs of background activities, such as accounting.	\$ 1,500	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	
Total Line-Item Amount	\$ 1,500	

**EXPENSES DETAIL
DESCRIPTION / EXPLANATION OF LINE-ITEMS**

Provider Name Mental Health Association of Alameda County
 Program Name 5150 Training Program
 Prepared By Stephen J. Bischoff

Contract Period FY 12-13
 Line Item Miscellaneous
 Date Prepared 5/16/2012

DESCRIPTION / EXPLANATION	AMOUNT	COMMENTS (For BHCS Use)
1. Pay logistical expenses for focus groups and stipends for participants.	\$ 6,750	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	
Total Line-Item Amount	\$ 6,750	

Program Name: 5150 Training Program	
Annual Budget:	FY 13-14

Provider Name:	Mental Health Association of Alameda County
----------------	---

SALARIES & WAGES	Direct				Annualized Budget (12 Months)
STAFF CLASSIFICATIONS	Services (X)	Annualized Salary	Positions	FTE	
Program Director		73,386	1	0.08	5,504
Administrative Assistant		34,480	1	0.12	4,138
					0
					0
					0
					0
					0
Salaries & Wages			2	0.20	9,642
Employee Benefits and Taxes	25.00%				2,411
TOTAL SAL, WAGES & BENEFITS				0.20	12,053
TOTAL DIRECT SERVICE FTE				0.00	

OPERATING EXPENSES		
Food		900
Office Expense		800
Recreational Supplies		
Maintenance		
Structure		
Equipment		
Vehicles		
Utilities		
Communications		750
Membership Dues		
Transportation		2,137
Travel		
Training		
Professional & Specialized Services (Complete Expenses Detail Form)		6,660
Insurance		600
Taxes & Licenses		
Rents & Leases		
Structure		600
Equipment		
Vehicles		
Depreciation		
Structure		
Equipment		
Vehicles		
Miscellaneous (Complete Expenses Detail Form)		4,000
TOTAL OPERATING EXPENSES		16,447
	Facilities Management Percentage	0.13
	Vehicle Costs Percentage	0.13
	Professional Costs Percentage	0.40
	Miscellaneous Costs Percentage	0.33

ADMIN (Complete Expenses Detail Form)		1,500
--	--	--------------

TOTAL COST		30,000
-------------------	--	---------------

**EXPENSES DETAIL
DESCRIPTION / EXPLANATION OF LINE-ITEMS**

Provider Name Mental Health Association of Alameda County
 Program Name 5150 Training Program
 Prepared By Stephen J. Bischoff

Contract Period FY 13-14
 Line Item Professional & Specialized Services
 Date Prepared 7/2/2012

DESCRIPTION / EXPLANATION	AMOUNT	COMMENTS (For BHCS Use)
1. Pay consultants to lead focus groups and help with various aspects of training program design. Contract with individuals and client run organizations , such as PEERS and the Alameda County Network of Mental Health Clients.	\$ 6,660	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	

Total Line-Item Amount \$ 6,660

**EXPENSES DETAIL
DESCRIPTION / EXPLANATION OF LINE-ITEMS**

Provider Name Mental Health Association of Alameda County
 Program Name 5150 Training Program
 Prepared By Stephen J. Bischoff

Contract Period FY 13-14
 Line Item Miscellaneous
 Date Prepared 7/2/2012

DESCRIPTION / EXPLANATION	AMOUNT	COMMENTS (For BHCS Use)
1. Pay logistical expenses and stipends for participants.	\$ 4,000	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	

Total Line-Item Amount \$ 4,000

**EXPENSES DETAIL
DESCRIPTION / EXPLANATION OF LINE-ITEMS**

Provider Name Mental Health Association of Alameda County
 Program Name 5150 Training Program
 Prepared By Stephen J. Bischoff

Contract Period FY 13-14
 Line Item Admin (Indirect Cost)
 Date Prepared 7/2/2012

DESCRIPTION / EXPLANATION	AMOUNT	COMMENTS (For BHCS Use)
1. Help defray costs of background activities, such as accounting.	\$ 1,500	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	

Total Line-Item Amount \$ 1,500

EXHIBIT C

COUNTY OF ALAMEDA

MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability. Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability. All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL). Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions. Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E Directors and Officers Liability. Including Employment Practices Liability	\$1,000,000 per occurrence
F Employee Dishonesty (ED) and Crime (C). (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	


ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/02/2012
PRODUCER Jay-Marie Garcia Insurance 1630 Contra Costa Blvd. Ste 215 Pleasant Hill, CA 94523 License #: 0668893 Phone: (925)680-7405	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Alameda County Mental Health Association DBA Mental Health Association of Alameda County 954 60TH STREET #10 Oakland, CA 94608	INSURERS AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of CA INSURER B: NORTH AMERICAN ELITE INSURER C: INSURER D: INSURER E:	NAIC # A VIII A + XV

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY	2012-10521-NPO	01/16/2012	01/16/2013	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
GENL AGGREGATE LIMIT APPLIES PER:							
		POLICY <input type="checkbox"/>					
		PRO-JECT <input type="checkbox"/>					
		LOC <input checked="" type="checkbox"/>					
A	N	AUTOMOBILE LIABILITY	2012-10521-NPO	01/16/2012	01/16/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO					
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	N	EXCESS/UMBRELLA LIABILITY	2012-10521-UMB-NPO	01/16/2012	01/16/2013	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHE-R
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$
B		EMPLOYEE DISHONESTY	CWB0002668-09-10521	01/16/2012	01/16/2013	500 DED	250,000
A		PROF LIABILITY	2012-10521-NPO	01/16/2012	01/16/2013	AGG/EACH OCC	2MIL/1MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
ADDITIONAL INSURED PER FORM (CG20260704) ATTACHED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and professional liability included.
 10 Day NOC for nonpay.

CERTIFICATE HOLDER BEHAVIORAL CARE SERVICES AGENCY NETWORK OFFICE 2000 EMBARCARO COVE, SUITE #302 Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  (RDG)
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT 1 (3)

2011-10521-NPO
Alameda County Mental Health Association

COMMERCIAL GENERAL LIABILITY
CG2026 07-04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them.

The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

Twin City Fire Insurance Company,
a stock insurance company, herein
Called the Insurer



**THE HARTFORD NON-PROFIT CHOICESM POLICY
POLICY DECLARATIONS**

Policy Number: NOA0001859

NOTICE: THE LIABILITY COVERAGE PARTS SCHEDULED IN ITEM 5 OF THE DECLARATIONS PROVIDE CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN, COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND PAYMENT OF DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY. NOTICE OF A CLAIM MUST BE GIVEN TO THE INSURER AS SOON AS PRACTICABLE AFTER A NOTICE MANAGER BECOMES AWARE OF SUCH CLAIM, BUT IN NO EVENT LATER THAN NINETY (90) CALENDAR DAYS AFTER THE TERMINATION OF THE POLICY PERIOD, OR ANY EXTENDED REPORTING PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

ITEM 1: Named Entity and Address: Alameda County Mental Health Association
954- 60th St., Suite 10
Oakland, CA 94607

ITEM 2: Program Administrator: Aon Association Services
a division of Affinity Insurance Services Inc.
1120 20th Street, NW Suite 600
Washington, DC 20036

Aon Association Services, a Division of Affinity Insurance Services, Inc. in CA (Insurance License #0795485), MN & OK a Division of AIS Affinity Insurance Agency, Inc. in NY a Division of AIS Affinity Insurance Agency.

Program Affiliation: Social Service
Directors' and Officers' Liability Insurance Program

ITEM 3: Policy Period:
(A) Inception Date: 05/15/2012
(B) Expiration Date: 05/15/2013
12:01 a.m. local time at the address shown in ITEM 1

ITEM 4: Premium: \$5,809.00

ITEM 5: Liability Coverage Part Elections:

Only those **Liability Coverage Parts** and Coverage Features that are designated with an "X" are included under this Policy

"Combined Aggregate Limit of Liability For All Liability Coverage Parts" \$2,000,000

"Defense Outside the Limit of Liability "

Uncapped – Subject to Section IV. Limit of Liability of the Common Terms and Conditions.

"Defense Outside the Limit of Liability (50%)"

Capped at 50% of each purchased Coverage Part Aggregate Limit of Liability - Subject to Section IV. Limit of Liability of the Common Terms and Conditions. Also, if both the "Combined Aggregate Limit of Liability For All Liability Coverage Parts" and the "Defense Outside the Limit of Liability (50%)" options are selected, the maximum aggregate defense outside the limits paid by the Insurer shall be equal to 50% of the "Combined Aggregate Limit of Liability For All Liability Coverage Parts."

COVERAGE PART	AGGREGATE LIMIT OF LIABILITY	RETENTION	PRIOR OR PENDING DATE	COVERAGE FEATURES
<input checked="" type="checkbox"/> Directors, Officers and Entity Liability	\$2,000,000	Insured Person Liability \$0 Corporate Reimbursement \$10,000	05/15/2001	<input checked="" type="checkbox"/> Entity Liability Coverage Retention: \$10,000 Prior or Pending Date: 05/15/2001
<input checked="" type="checkbox"/> Employment Practices Liability	\$2,000,000	\$15,000	05/15/2001	<input checked="" type="checkbox"/> Third Party Liability Coverage
<input checked="" type="checkbox"/> Fiduciary Liability	\$100,000 Defense Costs	\$0	05/15/2001	<input type="checkbox"/> Settlement Program Coverage Retention: Not Covered Prior or Pending Date: Not Covered <input type="checkbox"/> HIPAA Sub-limit of Liability: Not Covered

ITEM 6: Non-Liability Coverage Part Elections:

Only those Non-Liability Coverage Parts that are designated with an "X" are included under this Policy

COVERAGE PART	LIMIT(S) OF INSURANCE	RETENTION
<input type="checkbox"/> Crime	Not Covered	Not Covered

ITEM 7: Extended Reporting Period:

(A) Duration: 1 year

(B) Premium*: 50%

*Premium for the Extended Reporting Period elected shall be the indicated percentage of the sum of the annual premium specified for all Liability Coverage Parts plus the annualized amounts of any additional premiums charged during the Policy Period.

The Extended Reporting Period is not available for the Non-Liability Coverage Parts.

ITEM 8: Endorsements:

This Policy includes the following endorsements at issuance:

NP 00 H203 00 0608
 NP 00 H208 00 0608
 NP 00 H211 00 0608
 NP 00 H210 00 0608
 NP 00 H400 00 0608
 NP 00 H247 00 0608
 NP 00 H375 00 0608
 NP 00 H384 00 0608

NP00H413000608
 NP 00 H426 00 0411
 NP 00 H430 00 0411
 EL 04 R111 01
 HR 04 H003 00
 HR 04 H026 00

ITEM 9: Address for Notices to Insurer:**For Claims**

The Hartford
 Claims Department
 Hartford Financial Products
 2 Park Ave., 5th Floor
 New York, New York 10016
 HFPClaims@thehartford.com
 Fax: (212) 277-0945

For all notices other than Claims:

Aon Association Services
 1120 20th Street, NW, Suite 600
 Washington, D.C. 20036
 Fax: 800-701-1982

Date of Issue: 03/12/2012



5750 TRAINING PROGRAM PROPOSAL

POLICYHOLDER COPY ATTACHMENT 1

7

NB

FEB 29 2012

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-26-2012

GROUP: POLICY NUMBER: 1970146-2012 CERTIFICATE ID: 3 CERTIFICATE EXPIRES: 03-26-2013 03-26-2012/03-26-2013

ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SVC NB INSURANCE COORDINATOR 2000 EMBARCADERO STE 302 OAKLAND CA 94606-5300

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary Authorized Representative

Thomas E. Kane President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-26-2012 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ALAMEDA COUNTY MENTAL HEALTH ASSOCIATION (A NON-PROFIT PUBLIC BENEFIT CORP) 954 60TH ST STE 10 OAKLAND CA 94608

EXHIBIT D**DEBARMENT AND SUSPENSION CERTIFICATION****COUNTY OF ALAMEDA**

For Procurements over \$25,000

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: Mental Health Association of Alameda County

PRINCIPAL: Stephen J. Bischoff TITLE: Executive Director

SIGNATURE:  DATE: 7/2/12