.BOS Agreement # _____
Branch: Mental Health

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement, dated as of _____, 2012, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Tapestry Family Services** hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR Education Related Mental Health Services and therapy services for uninsured youth exhibiting early signs of Serious Mental Illness; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", 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	Assurance of Compliance with Nondiscrimination
Exhibit E	Individual Service Agreement (ISA)
Exhibit F	Progress Report/Treatment Update
Exhibit G	Education Related Mental Health Services Protocol for Organizational Provider Clinicians
Appendix A	Certification Regarding Debarment, Suspension, and other Responsibility Matters - lower tier covered transactions

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

The compensation payable to CONTRACTOR hereunder shall not exceed Seventy-Six Thousand Dollars ($76,000) 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 MENDOCINO

By _____
JOHN MCCOWEN, Chair and/or
DAN HAMBURG, Vice Chair
Board of Supervisors

Date:_____

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By _____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By _____
Deputy
Date:_____

CONTRACTOR/COMPANY NAME

By _____
Signature
Printed Name:_____
Title:_____
Date:_____

NAME AND ADDRESS OF CONTRACTOR:
Tapestry Family Services
290 East Gobbi Street
Ukiah, CA 95482
707-463-3300
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

HEALTH AND HUMAN SERVICES AGENCY

By _____
STACEY CRYER, HHSA Director
And/or DOUG GHERKIN, HHSA CFO

Date: _____
Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item (Acct String): 863164

Org/Object Code: MHCS75 and MAPEI

Grant: ☐ Yes ☒ No

Grant No.:____

INSURANCE REVIEW:
RISK MANAGER

By _____
KRISTIN McMENOMEY, Director
General Services Agency
Date:_____

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

By_____

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By_____
Carmel J Angelo, Chief Executive Officer

Date:_____

Fiscal Review:

By:_____
Deputy CEO/Fiscal Date

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $**50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☒ **Exception #**: 12-06

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 all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure 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 (2) week's written 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: CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

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. 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.

5. 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 Mendocino 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.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit “B” hereto as funding permits.

7. TRAVEL EXPENSES: CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.

8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

9. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns 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 subcontractors 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 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.

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 9 shall not extend to any computer software used to create such Documents and Materials.

10. CONFIDENTIALITY: CONTRACTOR agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to assure that:

    a. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

    b. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

    Contractor agrees to inform all its employees, agents, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

11. MONITORING: CONTRACTOR shall cooperate fully with any utilization review committee established by the COUNTY for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.

12. GRIEVANCE PROCEDURE: CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services. This system shall include notification to the recipients of their right to a state hearing.

13. ABUSE REPORTING REQUIREMENTS:

a. CHILD ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165(k). This responsibility shall include:

(1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Penal Code Section 11166, to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.

(2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

b. ADULT ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610 are reported to Adult Protective Services. This responsibility shall include:

(1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Welfare and Institutions Code Section 15630 and 15632, to report adult abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.

(2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report adult abuse under Welfare and Institutions Code Section 15630 and 15632, gain knowledge of, or reasonably suspect that an adult has been a victim of abuse or neglect.

14. HIPAA COMPLIANCE: CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold the COUNTY harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations. CONTRACTOR also agrees: patients to whom services are rendered are third-party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to COUNTY reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal

Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records. A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

15. ELIGIBILITY FOR SERVICES: The COUNTY shall determine eligibility for receiving services under this agreement.

16. CONFLICT OF INTEREST: 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.

17. 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.

Facsimile transmission: When sent by facsimile to the 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 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 MENDOCINO
Health and Human Services Agency
Mental Health Branch
860 N. Bush Street
Ukiah, CA 95482

Attn: Elaine Boults

To CONTRACTOR: Tapestry Family Services
290 E. Gobbi St.
Ukiah, CA 95482

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 facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

18. 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.

19. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

    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. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.

20. NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS FOR RECIPIENTS OF MENDOCINO COUNTY HEALTH & HUMAN SERVICES AGENCY: If applicable, under this agreement, the CONTRACTOR provides assistance or services to any applicant, client, participant or service recipient, hereinafter referred to as “recipient” of the Mendocino County Health & Human Services Agency, the CONTRACTOR shall administer said assistance or service in compliance with the provisions of Exhibit D “Assurance of Compliance with the Mendocino County Health & Human Services Agency Nondiscrimination in State and Federally Assisted Programs” form and shall complete and submit to the COUNTY said form prior to providing said assistance or service under this agreement. CONTRACTOR shall not charge recipients for the use of interpreters and shall insure that recipients covered under the provisions of Exhibit D are not denied or delayed in receiving assistance or services available to the other recipients under this agreement.

21. 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 agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

22. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

23. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

24. 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, within sixty (60) days after examination, 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 Mendocino, 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 four (4) 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 four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

25. 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 9 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) 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 four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

26. 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.

27. 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 services shall not

exceed $76,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

28. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the services set forth in this Agreement, or other means of performing the same functions of such services, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

29. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

30. 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.

31. 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.

32. 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. This Agreement may not be modified except by a written document signed by both parties.

33. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

34. 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.

35. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe 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 thirty (30) 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.

36. 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.

37. 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 9), and Conflict of Interest (Paragraph 16), shall survive termination or expiration for two (2) years.

38. 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.

39. 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.

a. 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.

b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 38 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.

c. 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.

d. Notwithstanding this Section 38, 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.

40. 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 agreement. 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.

[END OF GENERAL TERMS AND CONDITIONS]
//

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Education Related Mental Health Services (ERMHS)

1. Clinical Assessment, Individual Therapy, Family Therapy, Group Therapy and Case Management and Behavioral Intervention for Non Medi-Cal clients entitled to receive Education Related Mental Health Services (ERMHS) as directed by the youth's Individual Education Plan (IEP) team, and authorized by the Multi Provider Screening Team (MPST).

2. All services provided shall be in accordance with the Board of Behavioral Sciences ethical and legal standards.

3. Maintain documentation to Medi-Cal approved standards. Use CASEMIS codes for all billable services.

4. Following a referral from the MPST, CONTRACTOR will attend IEPs and sign Individual Service Agreements (ISAs) for each student (See Exhibit E). The ISA will reflect the treatment recommendations made on the Biopsychosocial Assessment and recommended by the IEP team. See Protocol (Exhibit G).

5. CONTRACTOR will provide Progress Updates prior to attending IEPs (See Exhibit F).

Prevention and Early Intervention (PEI) programs.

1. Treatment for youth and young adults who are at risk of Serious Mental Illness including schizophrenia, psychotic disorder NOS, schizoaffective disorder, and Bipolar Disorder; referral to psychiatric assessment, as appropriate.

    a. Prevention and Early Intervention (PEI) funding will be used to support services for children, youth and families who have been screened using the *Brief* Screening Survey for Adolescents and Young Adults (15-24 years) for Symptoms of Serious Mental Illness (Exhibit A – Page 4), have been determined to show early signs of Serious Mental Illness and are in need of mental health treatment services but are not eligible for Medi-Cal.

    b. The services provided through PEI funding include:
        i. Psychosocial Education
        ii. Assessments/ Evaluation
        iii. Referral for Psychiatric Assessment to Ukiah Valley Rural Health Center

iv. Client Plan Development
v. Case Management Services
vi. Mental Health Interventions as follows:
    1. Individual Therapy
    2. Family Therapy
    3. Group Therapy
    4. Multi-Family Group Services
    5. Collateral Services
    6. Therapeutic Behavioral Services

2. All services provided shall be in accordance with the Board of Behavioral Sciences ethical and legal standards.

3. Maintain documentation to Medi-Cal approved standards.

4. CONTRACTOR shall submit a quarterly report indicating number of clients served in each area by ethnicity, gender and age group (see sample in Exhibit A – Page 3).

COUNTY shall provide the following:

1. Referral of clients to CONTRACTOR at the Multi Provider Screening Team Meeting. At this meeting the CONTRACTOR will be given a completed Facesheet and Biopsychosocial Assessment with treatment recommendations. In the event that an Assessment has not been completed, the CONTRACTOR will be asked to complete the assessment and attend an IEP to make recommendations for treatment.

Mendocino County MHSA - Child & Family

System Development
Quarterly Report

Provider: Tapestry Family Services
Program Title:
Program Coordinator: Ben Anderson, Executive Director

Quarter:

Number of Clients	**by Age Grouping of Client**						
	0-5		6-17		18-25		Totals
	Male	Female	Male	Female	Male	Female	
by Language Spoken							
English							0
Spanish							0
Other							0
Total Clients	0	0	0	0	0	0	0
by Race/Ethnicity							
White							0
Hispanic							0
Native American							0
Asian							0
Pacific Islander							0
African American							0
Multi							0
Unknown							0
Total Clients	0	0	0	0	0	0	0
by Culture							
LGBTQ							0
Veteran							0
Other							0
Total Clients	0	0	0	0	0	0	0

Total Served _____ (unduplicated children & families this quarter)

_____
Signed Ben Anderson, Executive Director

Mendocino County Health and Human Services Agency

"Healthy People, Healthy Communities"

Stacey Cryer ◆ Director

Mental Health

Tom Pinizzotto ❖ Interim Mental Health Director

Providing Mental Health Services

Ukiah Offices: Mental Health • 860 N. Bush St. • Ukiah • CA • 95482 • (707) 463-4303 • FAX (707) 463-6395

Fort Bragg Offices: Mental Health • Avila Center • 790-B S. Franklin St. • Fort Bragg • CA • (707) 964-4747 • FAX (707) 961-2698

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BRIEF SCREENING SURVEY FOR ADOLESCENTS & YOUNG ADULTS (15-24 yrs.)

For Symptoms of Serious Mental Illness

The following screening survey is designed to help parents, school counselors, physicians, public health nurses and clinicians recognize the early symptoms of a serious mental illness. Early recognition and treatment of young people who are symptomatic may prevent hospitalizations and a life-time of chronic mental illness. The outcomes are very good for young people who receive early interventions and support.

If the student you are concerned about is positive for one or more items from Group A AND one or more items from Group B, OR, 1 or more items just from Group B, you are encouraged to make a referral to Mental Health Services. Please support the youth or parent to call 472-2300 and ask for an intake assessment. If there are safety concerns, please encourage them to call Psychiatric Emergency Services at 472-2304.

Name: ____________________________ **Date:** ________ **Clinician:** __________________

Group A

1. Is the student failing in school? -- Yes ☐ No ☐
2. Is the student refusing to speak, interact or go to school? --------------------- Yes ☐ No ☐
3. Is the student using alcohol or other drugs?-------------------------------------- Yes ☐ No ☐
4. Has the student withdrawn from social contact?--------------------------------- Yes ☐ No ☐
5. Has there been a change in routines; sleeping, eating, hygiene? ------------ Yes ☐ No ☐
6. Are there family members who have a serious mental illness?---------------- Yes ☐ No ☐

Group B

7. Is the student not making sense? For example, using disconnected words or phrases, or repeating one word or phrase over and over. ---------------------------------- Yes ☐ No ☐
8. Are there pauses or long breaks in the student's sentences?----------------- Yes ☐ No ☐
9. Is the student disorganized or confused? --------------------------------------- Yes ☐ No ☐
10. Is the student talking to himself/herself?-- Yes ☐ No ☐
11. Is the student hearing voices of unseen others ?--------------------------------- Yes ☐ No ☐
12. Is the student asking you to listen to conversations with unseen others? --- Yes ☐ No ☐
13. Is the student doing anything unusual? For example, standing in the same posture for a long time, or wearing unusual items of clothing.---------------------------------- Yes ☐ No ☐
14. Is the student smelling something unusual that is not smelt by others? ----- Yes ☐ No ☐
15. Is the student making bizarre references? --------------------------------------- Yes ☐ No ☐
16. Does the student think they are being monitored, followed, or watched by unseen others? -- Yes ☐ No ☐
17. Does the student think that unseen others are plotting against them?------- Yes ☐ No ☐

6.14.11

End of Exhibit A

///

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR:

Education Related Mental Health Services (ERMHS)

1) Education Related Mental Health services as specified on the student's IEP and authorized by the Multi Provider Treatment Team referred from Mendocino County Mental Health at $2.61 per minute.

2) Billing will be by student, date of service, service code and CASEMIS code on an invoice incorporated herein or other pre-approved billing form.

3) The compensation payable to CONTRACTOR for ERMHS under this contract shall not exceed $36,000 for the term of this agreement.

Prevention and Early Intervention (PEI) Services.

1) PEI Related Mental Health services as authorized by the Multi Provider Treatment Team referred from Mendocino County Mental Health:
   a) Mental Health Services -$2.61 per minute.
   b) Case Management Services - $2.02 per minute

2) The compensation payable to CONTRACTOR for PEI services under this contract shall not exceed $40,000 for the term of this agreement.

Education Related Mental Health Services (ERMHS) and Prevention and Early Intervention (PEI) Services.

1) Billing for services is expected to be completed on a monthly basis on the Invoice incorporated herein or other pre-approved billing forms, and must occur within sixty (60) days of service provision. Billings for services beyond the 60-day period will not be honored.

The compensation payable to CONTRACTOR hereunder shall not exceed $76,000 for the term of this Agreement.

EXHIBIT B – Education Related Mental Health Services (ERMHS) Services - Page 2

Tapestry Family Services
350 W. Gobbi St., Ukiah, CA 95482

Invoice Number _____
Invoice Date _____
Program Education Related Mental Health Services (ERMHS)

Client's Initials	Clinician	Date	CPT Code	CASEMIS	Minutes	Billing Rate	Services Total	Billed

Send via email or post to:
Mary Alice Willeford, Fiscal Analyst
Mendocino County Mental Health Branch
1120 South Dora Street
Ukiah, CA 95482
Tel. (&)&) 472-2374
willeform@co.mendocino.ca.us

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	

EXHIBIT B – Prevention and Early Intervention (PEI) Services - Page 3
Tapestry Family Services
350 W. Gobbi St., Ukiah, CA 95482

Invoice Number ____________________
Invoice Date ____________________
Program Prevention and Early Intervention (PEI) Services.

Date of Service	Clinician	Client's Name	Site/School	CPT Code	Minutes	Billing Rate	Services Total	Billed

Send via email or post to:
Mary Alice Willeford, Fiscal Analyst
Mendocino County Mental Health Branch
1120 South Dora Street
Ukiah, CA 95482
Tel. (&)&) 472-2374
willeform@co.mendocino.ca.us

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	

End of Payment Terms

//

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing malpractice insurance coverage for CONTRACTOR and his employee(s) in an amount, which is no less than $1,000,000 in a form acceptable to the COUNTY.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - $500,000 each occurrence.

EXHIBIT D

CONTRACTOR ASSURANCE OF COMPLIANCE WITH

THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **Tapestry Family Services**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____

Date CONTRACTOR Signature

290 E. Gobbi Street, Ukiah, CA 95482
Address of CONTRACTOR

EXHIBIT E

Mendocino County Health and Human Services Agency

"Healthy People, Healthy Communities"

Stacey Cryer ❖ Director

Sandi Brown ❖ Interim Assistant Director

Mental Health

Tom Pinizzotto ❖ Interim Branch Director

***Ukiah Offices*: Mental Health • 1120 S. Dora St. • Ukiah • CA • 95482 • (707) 463-4303 • FAX (707) 463-6395**
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Providing Mental Health Services

INDIVIDUAL SERVICE AGREEMENT ("ISA") UNDER THE MENDOCINO COUNTY SELPA AGREEMENT For Mendocino County MENTAL HEALTH SERVICES

NAME OF LOCAL EDUCATION AGENCY: _____

PUPIL'S NAME:_____**SEX:** ( ) **M** ( ) **F**
(Last) (First) (Middle)

PUPIL's I.D. #: _____ **BIRTHDATE:** _____**GRADE:**___

RESIDENTIAL SETTING: ( ) **HOME** ( ) **FOSTER** ( ) **LCI** **LCI PHONE #** _____

PUPIL'S ADDRESS: _____

PARENT/GUARDIAN'S NAME: _____ **PHONE**: (_____)_____ (_____) _____
(Residence) (Business)

All terms and conditions of the current Mendocino County Special Education Local Planning Area Agreement with Mendocino County Mental Health Branch, hereinafter referred to as the "AGREEMENT," are incorporated herein by this reference. Contractor will implement the pupil's Individualized Education Program (IEP) in accordance with this Individual Service Agreement and the AGREEMENT. Invoices shall be submitted based on actual service provided and attendance of the student.

Pupil's Name:	**SERVICE PROVIDED**				**ESTIMATED TOTAL** (MINUTES X FREQUENCY X #OF WKS/MOS OR YR)
Service	**MINUTES**	**FREQUENCY** *(TIMES PERWEEK/ MONTH/ YEAR)*	**WK/ MONTH/YEAR**	**START DATE**	
1. Assessment/Evaluation					
2. Indiv. Student Counseling					
3. Group Student Counseling					
4. Parent Counseling					
5. Consultation					
6. Behavior Intervention Services					
MAXIMUM RELATED SERVICES COST ESTIMATE FOR **2011-12** SCHOOL YEAR					

Exhibit F
Mendocino County Health and Human Services Agency
"Healthy People, Healthy Communities"
Stacey Cryer ❖ Director
Sandi Brown ❖ Interim Assistant Director
Mental Health
Tom Pinizzotto ❖ Interim Branch Director

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***Willits Integrated Services Center*: Mental Health • 211-B S. Lenore Ave • Willits • CA • 95490 • (707) 456-3850 • FAX (707) 456-3808**

Providing Mental Health Services

Progress Report /Treatment Update

Today's Date:

Student:	**DOB:**
Clinician Reporting:	

Therapeutic Services Offered:

Attendance:

Focus of Treatment/ IEP Goals and Objectives

Progress:

Strengths:

Recommendation for treatment:

a. Services
b. Goals/objectives

Signature:	**Supervisor:**	
HHSA Children/Families MH & AOD ,Clinician	HHSA Children/Families MH & AOD, Supervisor	
RV'd with parent or caregiver?	***YES***	***NO***

Exhibit G

Education Related Mental Health Services
Protocol for Org Provider Clinicians
11.22.11

1. Depending on the Treatment needs of the child and family, the cases will be assigned to MH Clinicians by the Intake Coordinator, or referred to the Multi Provider Screening Team to Organizational Providers for Treatment Planning and Treatment. The MH or Org Provider Clinician will be notified when an IEP for the ERMHS child is scheduled.
2. At the IEP the Clinician completes and signs an Individual Service Agreement (ISA), which specifies the services that the IEP is authorizing the clinician to perform. These services and their frequency will already be recommended in the Mental Health Assessment. MH services must also use CASEMIS codes in order to qualify for IDEA or AB100 funding.
3. Occasionally the schools will refer a child for services who does not meet the Medical Necessity determination. In this case they should state on the Referral Form what services they are seeking. For example, Family Therapy for a Regional Center child.
   When the child does not meet Medical Necessity, a referral can still be made to an Org Provider for Family Therapy which can be
   authorized by an IEP. This service would be covered by AB100 funds but would not be eligible for MediCal reimbursement.
4. It is the responsibility of the Clinician (MH or Org Provider) to notify the IEP case carrier if a student misses 3 appointments for services within one month. The SELPA will document attempts to notify parents and will schedule a meeting to review MH services within 2 weeks.
5. MH Clinicians and Org Provider clinicians will also be the Case Managers for ERMHS students. Their duties will include the following:
   i) Updating annual assessments and Client Treatment plans and doing CALOCUS.
   ii) Updating MH forms (Consent to Treat, HIPPA, UMDAP, Periodic Update, Release of Information)
   iii) Coordinating Services with the treatment team (Psychiatrist, therapist, school personnel, Rehabilitation Specialists, TBS providers, Group Home staff and monitoring progress.
   iv) Attend and present at IACMT (Inter Agency Case Management Team).
   v) Coordinate case conferences with the treatment team at least 2 x year.
   vi) Write Progress Updates to IEP team.(See attached form). SELPA will provide Clinicians with the schedule for each child's IEP. Make regular contact with teacher to discuss progress and concerns.

vii) If there is an open case with CWS, write Progress Updates for the Social Worker (See attached form). Talk to CWS Social Worker regularly regarding progress and concerns.

viii) Make any necessary referrals.

Appendix A

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

(1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and

(d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Ben Anderson	Tapestry Family Services
(Type Name)	(Organization Name)
Executive Director	290 E. Gobbi St., Ukiah, CA 95482
(Title)	(Organization Address)
(Signature)	(Date)