

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND NATIONAL ALLIANCE ON MENTAL ILLNESS SHASTA COUNTY

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and National Alliance on Mental Illness ("NAMI") Shasta County ("Contractor"), a California Corporation (collectively, the "Parties" and individually a "Party"), for the provision of mental health education and recovery programs.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

A. Pursuant to the terms and conditions of this agreement, Contractor shall:

- (1) Provide, at a location within Shasta County, at least four hours of facilitated peer support per month during the term of this agreement. Each facilitated peer support session ("Session") shall be a minimum of 60 minutes in duration. The Sessions shall commence no later than July 31 of each County fiscal year ("FY") and the last Session shall be presented no earlier than June 1 of each FY. Each Session shall be provided at no cost to the participants, shall be available to the public, and shall be designed to increase awareness of mental illness and community resources, and to reduce the stigma related to mental illness. For the purposes of this agreement, Sessions do not include the regular monthly NAMI meeting or the following NAMI program trainings: Peer-to-Peer, Family-to-Family, and NAMI Basics.
- (2) Provide a minimum of one NAMI Peer-to-Peer program to Shasta County residents during each FY of this Agreement. The Peer-to-Peer program shall start no later than March 1 of each FY and shall be completed no later than July 31 of each FY. Each Peer-to-Peer program shall be 10 weeks long, with at least one 2-hour session per week. The NAMI Peer-to-Peer program shall be completed by a minimum of 8 participants each FY. The Peer-to-Peer program shall be provided at no cost to the participants, and shall follow the curriculum of the National Alliance on Mental Illness's Peer-to-Peer program.
- (3) Provide a minimum of one NAMI Family-to-Family program to Shasta County residents during each FY of this agreement. The Family-to-Family program shall commence no later than March 1 of each FY and shall be completed no later than July 31 of each FY. Each Family-to-Family program shall be 12 weeks long with at least one 2-hour session per week. The NAMI Family-to-Family program shall be completed by a minimum of 8 participants each fiscal year. The Family-to-Family program shall be provided to participants at no cost to the participants and shall follow the curriculum of the National Alliance on Mental Illness's Family-to-Family program.
- (4) Provide a minimum of one NAMI Basics program to Shasta County residents during each FY of this agreement. The Basics program shall commence no later than March 1 of each FY and shall be completed no later than July 31 of each FY. Each Basics program shall be 6 weeks long with at least one 2-hour session per week. The NAMI Basics program shall be completed by a minimum of 8 participants each fiscal year. The Basics program shall be provided to participants

at no cost to the participants and shall follow the curriculum of the National Alliance on Mental Illness's Basics program.

- (5) Provide Family Support Group sessions at least two times per month during the term of this agreement. Each Family Support Group session shall be a minimum of 2 hours in duration. The Sessions shall commence no later than July 31 of each FY and the last Session shall be presented no earlier than June 1 of each FY. Attendance at FSG sessions shall be a minimum of 8 participants. Each Family Support Group session shall be provided to participants at no cost to the participants, shall be available to the public, and shall follow the structured model used by NAMI Family Support Groups.
- (6) Provide one-on-one mentoring a minimum of 20 hours per week at the NAMI office and/or on the telephone. All one-on-one mentoring shall be provided to participants at no cost to the participants, shall be available to the public, and shall be designed to provide peer-to-peer insight to people who are either living with mental illness or are family members, caregivers or loved ones of people with mental illness.
- (7) Implement, no later than May 30, 2019, and support the NAMI On Campus program for at least two local high school and/or college campuses. The NAMI On Campus program provides support to student-led, student-run clubs that focus on mental health issues on campus by raising awareness, reducing stigma, educating the campus community, supporting students, promoting services and supports, and advocating.
- (8) Identify special events and trainings, both locally and within the State of California, that are relevant to mental health consumers and/or family members and assist them in arranging participation. With prior written approval from the Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director, Contractor may pay for associated costs for mental health consumers and/or family members attending such events and trainings.
- (9) Purchase equipment and services as indicated in the budget and budget narrative as prescribed in **EXHIBIT A** ("Budget"), attached and incorporated herein, to facilitate the delivery of services under the terms of this agreement. Contractor shall retain ownership of equipment purchased under the terms of this agreement pursuant to the terms and conditions of this agreement.

B. Reporting.

Each calendar quarter during the term of this agreement, Contractor shall submit a NAMI Quarterly Report ("Quarterly Report"), **EXHIBIT B**, attached and incorporated herein. Each Quarterly Report must be received by the HHSA Director or any HHSA Branch Director designated by the HHSA Director, within 20 days after the end of each calendar quarter, and within 30 days after the termination, expiration, or cancellation of this agreement. For purposes of this agreement, each calendar quarter shall be deemed to end September 30, December 31, March 31, and June 30. This provision shall survive the termination, expiration, or cancellation of this agreement. Each Quarterly Report shall include, but not be limited to:

- (1) A written summary narrative of the specific tasks undertaken by Contractor pursuant to Section 1.A. of this agreement;
 - (2) Copies of the training agendas, curriculum/course contents, Mentoring Log Sheets, **EXHIBIT C**, attached and incorporated herein, sign in sheets for each session and evaluations of each Community Education Program, Peer-to-Peer program, Family-to-Family program, and Basics program undertaken by Contractor;
 - (3) Any information relating to the services provided under this agreement as may be requested by the HHSA Director, or any HHSA Branch Director designated by the HHSA Director; and
 - (4) A written analysis by Contractor outlining any problems, pertinent facts, or interim findings that may materially affect Contractor's ability to satisfactorily fulfill the terms of this agreement.
- C. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."
- D. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, websites, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded by the County of Shasta through the California Mental Health Services Act."

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall compensate Contractor as prescribed in sections 3 and 4 of this agreement and monitor the outcomes achieved by Contractor.

Section 3. COMPENSATION.

- A. In accordance with the Budget (**EXHIBIT A**), County shall pay to Contractor a maximum of \$20,000 per FY for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. In no event shall the maximum amount payable under this agreement exceed \$60,000.

- B. During the term of this agreement, the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, may approve, in writing and in advance, budget line item shifts, provided that the line item shift does not exceed 10 percent of any Budget Category during the entire term of this agreement and provided further that the line item shift shall not increase the total compensation payable under this agreement.
- C. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Contractor along with any supporting documentation and/or receipts. Contractor shall be reimbursed for pre-approved special event costs provided for in Section 1.A.8., including mileage at the approved IRS rate, and event registration costs. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

This agreement shall commence as of July 1, 2018, and shall end June 30, 2021.

Section 6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by County's Executive Officer, or HHSA Director or any HHSA Branch Director designated by the HHSA Director.

- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. Notwithstanding the foregoing, line item shifts may be approved in writing as set forth in section 3.B. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a

competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to

transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Contractor shall provide County with an endorsement or amendment to Contractor’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.
 - (8) Any of Contractor’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor’s performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and

recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

Section 18. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHSA Adult Services Branch
 Attn: Contracts Unit

2640 Breslauer Way
Redding, CA 96001
Phone: (530) 225-5900
Fax: (530) 225-5977

If to Contractor: President
NAMI Shasta County
1401 Gold Street
Redding, CA 96001
Phone: (530) 691-4450

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Contractor or its subsidiaries.

Section 25. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. USE OF COUNTY PROPERTY.

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox 8/7/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 08/07/18
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 8-10-18

Susan L. Power
SUSAN L. POWER, President

Date: 8/9/18

Heather Jones
~~LARRY DENAYER~~, Treasurer
HEATHER JONES

Tax I.D.#: On File

BUDGET

Shasta County Health & Human Services Agency
 2640 Breslauer Way
 Redding, CA 96001

NAMI Shasta County
 1401 Gold Street
 Redding, CA 96001

Budget Category	Budget Period 7/1/18 – 6/30/19	Budget Period 7/1/19 – 6/30/20	Budget Period 7/1/20 – 6/30/21
DIRECT COSTS:			
Operating Expenses			
Office Expenses/Supplies	\$1,000	\$1,000	\$1,000
Equipment	545	545	545
Rents/Leases	1,625	1,625	1,625
Utilities/Communications	500	500	100
Travel	1,000	1,000	1,000
Program Materials	4,000	4,000	4,000
Advertising	930	930	930
Insurance	1,900	1,900	1,900
Trainer Fees and Stipends	8,500	8,500	8,500
Total Operating Expenses	\$20,000	\$20,000	\$20,000
Other Expenses			
Fixed Assets			
Total Other Expenses	0	0	0
TOTAL DIRECT COSTS	\$20,000	\$20,000	\$20,000
INDIRECT COSTS:			
Administrative <i>(Not to exceed 10%)</i>	0	0	0
TOTAL INDIRECT COSTS	0	0	0
TOTAL BUDGET	\$20,000	\$20,000	\$20,000

EXHIBIT A

Budget Narrative

	FY 2018-19	FY 2019-20	FY 2020-21
OFFICE EXPENSES/SUPPLIES Office supplies, ink, printing, refreshments and any materials to support training sessions or community education events. Does not include program materials.	1,000	1,000	1,000
EQUIPMENT Purchase of projector and screen; other equipment as pre-approved by County.	545	545	545
RENTS/LEASES \$3000 Annual rent & \$250.00 deposit @ 50%= 1625	1,625	1,625	1,625
UTILITIES/COMMUNICATIONS Internet/phone/fax/outreach Average \$250 month = \$3000 @ 50% = \$1500	500	500	500
TRAVEL Expenses related to attendance of trainings and/or special events, including registration, lodging, meals and travel.	1,000	1,000	1,000
PROGRAM MATERIALS For Peer-to-Peer, Family-to-Family, and Basics classes: trainer curriculum materials, participant curriculum materials, and program binders.	4,000	4,000	4,000
ADVERTISING Newspaper, radio, other media, website maintenance.	930	930	930
INSURANCE	1,900	1,900	1,900
OTHER: CONTRACTORS, STIPENDS, ADDITIONAL PROGRAMS Trainers for Peer-to-Peer, Family-to-Family, and Basics: stipend up to \$500 per trainer, per program; mileage reimbursement at the current IRS rate if travel distance is more than 50 miles round trip per class.	8,500	8,500	8,500

Mental Health Services Act
NAMI
Quarterly Report

1. Quarter Months: _____ through _____ Year: _____

2. What facilitated peer support sessions did you have this quarter? When were they? How many attendees were at each?

(Note – these peer support sessions are separate from and do not include monthly NAMI meetings, Peer-to-Peer, Family-to-Family or NAMI Basics trainings)

Name of Facilitated Peer Support Session	Location	Date of Session (month and date)	Time of Session (start time and end time)	Number of Attendees
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	

			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	

3. Please provide copies of training agendas, curriculum/course contents, flyers, and/or promotional materials for each facilitated peer support session that took place this quarter.
4. What Family Support Group sessions did you have this quarter? When were they? How many attendees were at each?

Location of Family Support Group Session	Date of Session (month and date)	Time of Session (start time and end time)	Number of Attendees
		_____ to _____	
		_____ to _____	
		_____ to _____	
		_____ to _____	
		_____ to _____	
		_____ to _____	

		_____ to _____	
		_____ to _____	

5. Was there a Peer-to-Peer Program this quarter? ☐ Yes ☐ No

6. If yes, please complete the following:

Session	Location	Name of Facilitator	Date (month and date)	Time (start time and end time)	Number of Attendees
Week 1/Orientation				_____ to _____	
Week 2				_____ to _____	
Week 3				_____ to _____	
Week 4				_____ to _____	
Week 5				_____ to _____	
Week 6				_____ to _____	
Week 7				_____ to _____	
Week 8				_____ to _____	
Week 9				_____ to _____	
Week 10				_____ to _____	

7. How many people fully completed the entire Peer-to-Peer program? _____

8. Please provide copies of all the Program Evaluation forms completed at the end of the Peer-to-Peer 10-week sessions.

9. Was there a Family-to-Family Program this quarter? ☐ Yes ☐ No

10. If yes, please complete the following:

Session	Location	Name of Facilitator	Date (month and date)	Time (start time and end time)	Number of Attendees
Week 1/Orientation				_____ to _____	
Week 2				_____ to _____	
Week 3				_____ to _____	
Week 4				_____ to _____	
Week 5				_____ to _____	
Week 6				_____ to _____	
Week 7				_____ to _____	
Week 8				_____ to _____	
Week 9				_____ to _____	
Week 10				_____ to _____	
Week 11				_____ to _____	
Week 12				_____ to _____	

11. How many people fully completed the entire Family-to-Family program? _____

12. Please provide copies of all the Program Evaluation forms completed at the end of the Family-to-Family 12-week sessions.

13. Was there a Basics Program this quarter? ☐ Yes ☐ No

14. If yes, please complete the following:

Session	Location	Name of Facilitator	Date (month and date)	Time (start time and end time)	Number of Attendees
Week 1/Orientation				_____ to _____	
Week 2				_____ to _____	
Week 3				_____ to _____	
Week 4				_____ to _____	
Week 5				_____ to _____	
Week 6				_____ to _____	

15. How many people fully completed the entire Basics program? _____

16. Please provide copies of all the Program Evaluation forms completed at the end of the Basics 6-week sessions.

EXHIBIT B

17. Please provide a list of the special events and trainings this quarter which NAMI assisted with or arranged for participation in.

Name of Event	Location	Date (month and date)	Time (start time and end time)	Number of Attendees	Received Prior Approval from HHSA for costs
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No

18. Please provide copies of all flyers used to inform consumers of each special event that took place this quarter.

19. On average, how many hours of one-on-one mentoring was provided in person at the NAMI office and/or by telephone each week during this quarter? _____ hours

Please attach copies of the Mentoring Log Sheet(s), showing all hours of mentoring provided in the quarter.

20. Please provide an update on the implementation of the NAMI On Campus program:

School Name: _____

Status/Progress: _____

School Name: _____

Status/Progress: _____

21. Please share any other barriers and/or successes you have had this past quarter:
