

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 12/13/12

Tax Matters

From: James Rooney

(Department Head - please type)

Phone Ext. 454

Department Head Signature

James Rooney

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

Meeting Date Requested:

1-8-2013

Agenda Title: SECURED ROLL CORRECTIONS

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

REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN's 011-070-036-000; 011-080-020-000; 030-730-009-000 & 044-130-005-000.

Recommendation/Requested Action:

APPROVE

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel 66

Auditor EJL

GSA Director Hop

CAO _____

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date

January 22, 2013

Time

9 a.m.

Item #

2A

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

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 011-070-036-000 Tax Year 2012 R/C # A0743 Roll Type S Fee Parcel 011-070-036-000 Originating Asmt 011-070-036-000 From TRA 052-035 New TRA 052-035

R&T 1 4831 R&T 2 Taxroll Asmt Only N Value History Y Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land 111,565	25,549		
Structure 1,154	1,154		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE	Net Change -86,016	Supl Change	

Owner ALLEN VERA M ESTATE
Mailing Address ALLEN JOHN B SR & GEORGE E EXECUTORS
PO BOX 246
SUTTER CREEK CA 95685

Supl Info

10 % PP Penalty N
Restricted N
Timber Preserve N
5151 Interest N
506 Interest N

Event From/Thru Dates
Ownership From/Thru Dates

506/5151 From/Thru Dates
From 1 From 2 Thru

TaxBill Days
R/C Date Dec 10, 2012
Created By TM

Print R/C Wks C
Print R/C Letter C
R/C Completed C

Appraiser Initials Date
Supv Appr Initials Date
Chief Appr Initials Date

Asmt Clerk Initials Date
Off Mgr Initials Date

Situs

TO CORRECT RESTRICTED
LAND VALUE

Assessor Signature Date Auditor Signature Date
County Counsel Signature Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 011-080-020-000 Tax Year 2012 R/C # A0742 Roll Type S Fee Parcel 011-080-020-000 Originating Asmt 011-080-020-000 From TRA 052-035 New TRA 052-035

R&T 1 4831 R&T 2 Taxroll Asmt Only N Value History Y Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land	131,048		
Structure	22,746		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE	Net Change	Supl Change	
	-108,302		

Owner ALLEN VERA M ESTATE & J&J ALLEN TRUST
Mailing Address ALLEN JOHN B SR TRUSTEE
PO BOX 246
SUTTER CREEK CA 95685

Supl Info

10 % PP Penalty [N] Event From/Thru Dates []
 Restricted [N] Timber Preserve []
 5151 Interest [N] Ownership From/Thru Dates []
 506 Interest [N] 506/5151 From/Thru Dates [] From 1 [] Thru []

TaxBill Days [] Print R/C Wks [C]
 R/C Date [Dec 10, 2012] Print R/C Letter [C]
 Created By [TM] R/C Completed [C]

Appraiser [] Date []
 Supv Appr [] Date []
 Chief Appr [] Date []

Asmt Clerk [] Date []
 Off Mgr [] Date []

Situs

Bill Comments TO CORRECT RESTRICTED LAND VALUE

Assessor Signature *[Signature]* Date 12/10/2012
 Auditor Signature *[Signature]* Date 12/10/2012
 County Counsel Signature *[Signature]* Date 12/10/2012

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt Tax Year R/C # Roll Type Fee Parcel Originating Asmt From TRA New TRA

R&T 1 R&T 2 Taxroll Asmt Only Value History Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land	133,168		
Structure	108,198		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE	Net Change	Supl Change	
	-139,366		

Owner CARNELL LOGAN J & DESIREE N
Mailing Address PO BOX 522
PINE GROVE CA 95665

Situs 20178 STATE HWY 088

Bill Comments PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Supl Info

10 % PP Penalty	N
Restricted	N
Timber Preserve	N
5151 Interest	N
506 Interest	N

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates From 1 From 2 Thru

TaxBill Days R/C Date Created By

Print R/C Wks Print R/C Letter R/C Completed

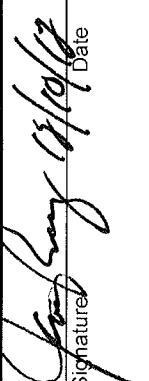
Appraiser Initials Date

Supv Appr Initials Date


Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor Signature  Date

Auditor Signature Date

County Counsel Signature  Date

Asmt: 044-130-005-000 Tax Year: 2012 R/C #: A0759 Roll Type: S Fee Parcel: 044-130-005-000 Originating Asmt: 044-130-005-000 From TRA: 052-049 New TRA: 052-049

R&T 1: 4831B R&T 2: Taxroll Asmt Only: N Value History: Y Taxability Code:

Roll Value	New Value	Sup From Net	Sup To Net
Land	177,559		
Structure	245,885		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE	Net Change	Supl Change	
	-173,444		

Owner: ARMSTRONG BILLIE B REVOCABLE LIVING TRUST 2005
Mailing Address: PO BOX 425 JACKSON CA 95642

Supl Info: 10% PP Penalty: N, Restricted: N, Timber Preserve: N, 5151 Interest: N, 506 Interest: N

Event From/Thru Dates: [] []
Ownership From/Thru Dates: [] []
506/5151 From/Thru Dates: From 1 [] From 2 [] Thru []

TaxBill Days: Dec 11, 2012
R/C Date: TM
Created By: []

Print R/C Wks: C
Print R/C Letter: C
R/C Completed: C

Appraiser: [] [] Date: []
Supv Appr: [] [] Date: []
Chief Appr: [] [] Date: []

Asmt Clerk: [] [] Date: []
Off Mgr: [] [] Date: []

Situs: 10880 BONNEFOY DR

Bill Comments: PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Assessor Signature: [Signature] Date: 12/11/12
Auditor Signature: [Signature] Date: []
County Counsel Signature: [Signature] Date: 1/3/13

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/03/2013

Top Matters

From: James Rooney
(Department Head - please type)

Phone Ext. 454

Department Head Signature *James Rooney*

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

Meeting Date Requested:

1/22/13

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN's 015-010-054-000; 020-264-021-000 & 030-210-042-000.

Recommendation/Requested Action:

APPROVE

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel GG

Auditor EDL

GSA Director top

CAO _____

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date January 22, 2013

Time 9 a.m.

Item # 2B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 015-010-054-000 Tax Year 2012 R/C # A0792 Roll Type S Fee Parcel 015-010-054-000 Originating Asmt 015-010-054-000 From TRA 052-086 New TRA 052-086

R&T 1 4831B R&T 2 Taxroll Asmt Only N Value History Y Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land	336,278	190,100	
Structure	18,453	14,000	
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
Net Change		-150,631	Supl Change

Owner KLAFT JOEL S & HOLSTINE MARGARET A
Mailing Address PO BOX 1267 IONE CA 95640

Supl Info

10 % PP Penalty N
 Restricted N
 Timber Preserve N
 5151 Interest N
 506 Interest N

Event From/Thru Dates
 Ownership From/Thru Dates
 506/5151 From/Thru Dates
 From 1 From 2 Thru

TaxBill Days
 R/C Date Dec 31, 2012
 Created By TM

Print R/C Wks C
 Print R/C Letter C
 R/C Completed C

Appraiser Initials Date
 Supv Appr Initials Date
 Chief Appr Initials Date

Asmt Clerk Initials Date
 Off Mgr Initials Date

Situs

Bill Comments
 PROPERTY QUALIFIES FOR
 PROP 8 REDUCTION

Assessor Signature Date
 Auditor Signature Date
 County Counsel Signature Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 020-264-021-000 Tax Year 2012 R/C # A0797 Roll Type S Fee Parcel 020-264-021-000 Originating Asmt 020-264-021-000 From TRA 002-033 New TRA 002-033

R&T 1 4831B R&T 2 Value History Y Taxroll Asmt Only N

Roll Value	New Value	Sup From Net	Sup To Net
Land	67,972		
Structure	10,000		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE	Net Change	Supl Change	
	-57,972		

Owner ANDERSON MARVIN C & HELENA REVOCABLE FAMILY TRUS
Mailing Address PO BOX 173
PINE GROVE CA 95665

Supl Info

10 % PP Penalty N
Restricted N
Timber Preserve N
5151 Interest N
506 Interest N

Event From/Thru Dates [] []
Ownership From/Thru Dates [] []
506/5151 From/Thru Dates From 1 [] Thru []

TaxBill Days []
R/C Date Dec 31, 2012
Created By TM

Print R/C Wks C
Print R/C Letter C
R/C Completed C

Appraiser Initials [] Date []
Supv Appr Initials [] Date []
Chief Appr Initials [] Date []

Asmt Clerk Initials [] Date []
Off Mgr Initials [] Date []

Situs 222 WATER ST

Bill Comments PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Assessor Signature [Signature] Date 12/31/12
Auditor Signature [Signature] Date []
County Counsel Signature [Signature] Date 1/3/13

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt: 030-210-042-000 Tax Year: 2012 R/C #: A0801 Roll Type: S Fee Parcel: 030-210-042-000 Originating Asmt: 030-210-042-000 From TRA: 052-086 New TRA: 052-086

R&T 1: 4831B R&T 2: Value History: Y Taxability Code:

Roll Value	New Value	Sup From Net	Sup To Net
Land	92,271	35,000	
Structure	55,362	38,000	
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX	7,000	7,000	
Other Exemptions			
Net Change		-74,633	

Owner: KUJIEE-ZAWADZKI MAREK & PHILOMENA A M
Mailing Address: PO BOX 626 PINE GROVE CA 95665-0626

Situs: 20784 WARNER RD E

Bill Comments: PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Supl Info

10 % PP Penalty: N
Restricted: N
Timber Preserve: N
5151 Interest: N
506 Interest: N

Event From/Thru Dates: [] []
Ownership From/Thru Dates: [] []
506/5151 From/Thru Dates: From 1 [] Thru []

TaxBill Days: []
R/C Date: Dec 31, 2012
Created By: TM

Print R/C Wks: C
Print R/C Letter: C
R/C Completed: C

Appraiser: [] [] []
Supv Appr: [] [] []
Chief Appr: [] [] []

Asmt Clerk: [] [] []
Off Mgr: [] [] []

Assessor Signature: [Signature] Date: [] [] []
Auditor Signature: [Signature] Date: [] [] []
County Counsel Signature: [Signature] Date: [] [] []

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
1/22/13	

To: Board of Supervisors

Date: 01/10/2013

From: James Rooney Phone Ext. 454

(Department Head - please type)

Department Head Signature: *James Rooney*

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN's 008-100-023-000; 015-460-008-000 & 044-040-028-000.

Recommendation/Requested Action:
APPROVE

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

Is a 4/5ths vote required? Yes No

Committee Review? Name _____ N/A

Committee Recommendation: _____

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

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GB

Auditor Ed GSA Director WJ

CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date _____ Time _____ Item # 2C

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

Completed by _____

A new ATF is required from _____ Department For meeting of _____

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

ATTEST: _____ Clerk or Deputy Board Clerk

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt Tax Year R/C # Roll Type Fee Parcel Originating Asmt From TRA New TRA

R&T 1 R&T 2 Value History Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land	328,604	150,000	
Structure	103,011	129,500	
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX	7,000	7,000	
Other Exemptions			
CODE	Net Change	Supl Change	
	-152,115		

Owner HUMPHRIES DONALD A & LESLIE A
Mailing Address 17465 STATE HWY 49
PLYMOUTH CA 95669-8612

Situs 17465 STATE HWY 049

PROPERTY QUALIFIES FOR
PROP 8 REDUCTION

Supl Info

10 % PP Penalty

Restricted

Timber Preserve

5151 Interest

506 Interest

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates
From 1 From 2 Thru

TaxBill Days

R/C Date

Created By

Print R/C Wks

Print R/C Letter

R/C Completed

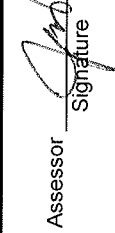
Appraiser Initials Date

Supv Appr Initials Date

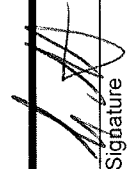
Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor  Signature Date

Auditor Signature Date

County Counsel  Signature Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 015-460-008-000 Tax Year 2012 R/C # A0835 Roll Type S Fee Parcel 015-460-008-000 Originating Asmt 015-460-008-000 From TRA 052-086 New TRA 052-086

R&T 1 4831B R&T 2 Taxroll Asmt Only N Value History Y Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net	Supl Change
Land	70,000			
Structure	20,000			
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change			-50,000

Owner RENFRO ROBERT T SR
Mailing Address PO BOX 223
SUTTER CREEK CA 95685

Supl Info

10 % PP Penalty N
Restricted N
Timber Preserve N
5151 Interest N
506 Interest N

Event From/Thru Dates
Ownership From/Thru Dates

506/5151 From/Thru Dates
From 1 [] Thru []
From 2 [] Thru []

TaxBill Days []
R/C Date Jan 9, 2013
Created By TM

Print R/C Wks C
Print R/C Letter C
R/C Completed C

Appraiser [] Date []
Supv Appr [] Date []
Chief Appr [] Date []

Asmt Clerk [] Date []
Off Mgr [] Date []

Situs

Bill Comments
PROPERTY QUALIFIES FOR
PROP 8 REDUCTION

Assessor Signature [] Date 1/8/13
Auditor Signature [] Date []
County Counsel Signature [] Date 1/14/13

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt Tax Year R/C # Roll Type Fee Parcel Originating Asmt From TRA New TRA

R&T 1 R&T 2 Taxroll Asmt Only Value History Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land	202,945		
Structure	263,831		
Growing			
PP MH			
Fixtures R/P			
Fixtures	748		
Personal Property	14,091		
HOX			
Other Exemptions			
Net Change	-166,776		

Owner LEFEVER VERN & MARY TRUST
Mailing Address DBA AMADOR MOTEL
PO BOX 2124
CARMEL CA 93902

Supl Info

10 % PP Penalty Event From/Thru Dates

Restricted Ownership From/Thru Dates

Timber Preserve 5151 Interest

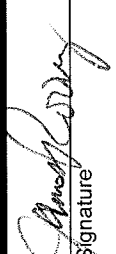
506 Interest 506/5151 From/Thru Dates From 1 From 2 Thru

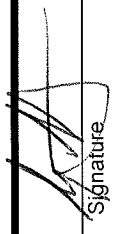
TaxBill Days Print R/C Wks
R/C Date Print R/C Letter
Created By R/C Completed

Appraiser Date Asmt Clerk Date
Supv Appr Date Off Mgr Date
Chief Appr Date

Situs 12408 KENNEDY FLAT RD

Bill Comments PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Assessor  Date Auditor Signature Date

County Counsel  Date

AGENDA TRANSMITTAL FORM

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

To: Board of Supervisors

Resol

Date: January 14, 2013

Meeting Date Requested:

From: George E. Allen Phone Ext. 371
(Department Head - please type)

January 22, 2013

Department Head Signature *George E. Allen*

Agenda Title: Gary Hartwick-Certificates of Compliance

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The subject agenda item is a request for approval of two (2) compliance certificates. The property is located on the northerly side of Tonzi Road, at the easterly end thereof, in the Sutter Creek area. APN: 08-340-018 and 11-050-006.

Recommendation/Requested Action:

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

Is a 4/5ths vote required? Yes ___ No ___	Contract Attached: Yes ___ No ___ N/A ___
Committee Review? N/A ___	Resolution Attached: Yes ___ No ___ N/A ___
Name: _____	Ordinance Attached: Yes ___ No ___ N/A ___
Committee Recommendation: _____	Comments: _____

Request Reviewed by:

Chairman _____	Counsel <u>GC</u>
Auditor <u>EGD</u>	GSA Director <u>Hof</u>
CAO _____	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Please transmit two copies of the resolution, one set certified and the compliance certificates (signed originals) w/descriptions to Surveying.

FOR CLERK USE ONLY

Meeting Date <u>January 22, 2013</u>	Time <u>9 a.m.</u>	Item # <u>3A</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	

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

Requested By:
BOARD OF SUPERVISORS
When Recorded Return To:
SURVEYING & ENGINEERING

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

IN THE MATTER OF

RESOLUTION ISSUING CERTIFICATES)
OF COMPLIANCE TO GARY HARTWICK) RESOLUTION NO. 2013-xxxx

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, pursuant to Government Code 66499.34 and 66499.35 that said Board does hereby approve the issuance of two (2) certificates of compliance for Gary Hartwick for the parcel described in Exhibits "A" of the certificates of compliance, which certificates, along with said Exhibits "A", is attached thereto and incorporated therein by reference as though set forth in full; and

BE IT FURTHER RESOLVED that the Clerk of said Board be and hereby is directed to record this resolution and said certificates of compliance with Exhibits "A".

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 22nd day of January, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli,
 Brian Oneto, John Plasse, and Louis D. Boitano

NOES: None

ABSENT: None

Chairman, Board of Supervisors

Recording requested by:
BOARD OF SUPERVISORS
When recorded send to:
SURVEYING & ENGINEERING

**CERTIFICATE OF COMPLIANCE
FOR GARY HARTWICK
APN 08-340-018 and 11-050-006
1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE
DESCRIPTION (SEE EXHIBIT "A")

CHAIRMAN, BOARD OF SUPERVISORS

State of California)
) SS
County of Amador)

On _____, 2013, before me, _____, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Richard M. Forster** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

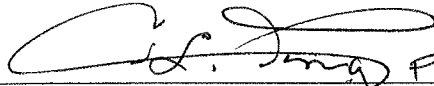
WITNESS my hand and official seal.

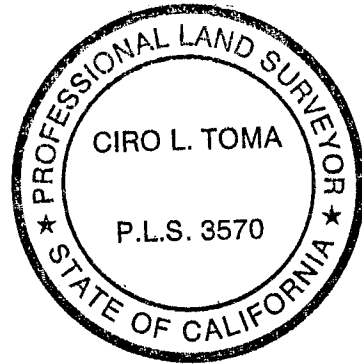
Deputy, Board of Supervisors

EXHIBIT "A"
COMPLIANCE PARCEL No. 1

DESCRIPTION FOR GARY HARTWICK
Adjusted Compliance Parcel 1

A parcel of land situated in the County of Amador, State of California, and being more particularly described as "ADJUSTED COMPLIANCE PARCEL 1 60.43 Acres" upon that certain official map entitled "RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT for GARY HARTWICK", and recorded in the office of the Recorder of Amador County in Book 63 of Maps and Plats at Pages 53 & 54.


Ciro L. Toma PLS 3570 License expires 6/30/14



AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: January 3, 2013

From: George E. Allen

(Department Head - please type)

Phone Ext. 371

Department Head Signature

[Handwritten Signature]

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

Meeting Date Requested:

January 22, 2013

Agenda Title: Richard and Lindy Sanders-Certificates of Compliance

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

The subject agenda item is a request for approval of two (2) compliance certificates. The property is located at the end and both sides of Trembath Mountain Road, being approximately four thousand feet (4,000') easterly of Quartz Mountain Road North junction, in the Fiddletown area. APN: 15-010-055, 15-010-056, and 15-020-037.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: _____

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel GE

Auditor [Signature]

GSA Director [Signature]

CAO _____

Risk Management _____

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

Please transmit two copies of the resolution, one set certified and the compliance certificates (signed originals) w/descriptions to Surveying.

FOR CLERK USE ONLY

Meeting Date January 22, 2013

Time 9 a.m.

Item # 3B

Board Action: Approved Yes No Unanimous Vote: Yes No

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

Requested By:
BOARD OF SUPERVISORS
When Recorded Return To:
SURVEYING & ENGINEERING

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

IN THE MATTER OF

RESOLUTION ISSUING CERTIFICATES)
OF COMPLIANCE TO RICHARD W. SANDERS) RESOLUTION NO. 2013-xxxx
AND LINDY L. SANDERS)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, pursuant to Government Code 66499.34 and 66499.35 that said Board does hereby approve the issuance of two (2) certificates of compliance for Richard W. Sanders and Lindy L. Sanders for the parcel described in Exhibits "A" of the certificates of compliance, which certificates, along with said Exhibits "A", is attached thereto and incorporated therein by reference as though set forth in full; and

BE IT FURTHER RESOLVED that the Clerk of said Board be and hereby is directed to record this resolution and said certificates of compliance with Exhibits "A".

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 22nd day of January, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli,
Brian Oneto, John Plasse, and Louis D. Boitano

NOES: None

ABSENT: None

Chairman, Board of Supervisors

Recording requested by:
BOARD OF SUPERVISORS
When recorded send to:
SURVEYING & ENGINEERING

CERTIFICATE OF COMPLIANCE
FOR RICHARD W. SANDERS AND LINDY L. SANDERS
APN 15-010-055, 15-010-056, and 15-020-037
1 PARCEL RECOGNIZED

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE
DESCRIPTION (SEE EXHIBIT "A")

CHAIRMAN, BOARD OF SUPERVISORS

State of California)
) SS
County of Amador)

On _____, 2013, before me, _____, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Richard M. Forster** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Deputy, Board of Supervisors

Terra Firma
11310 Prospect Dr.
Suite 10-207
Jackson, California
1-209-256-2087

EXHIBIT "A"
COMPLIANCE PARCEL No. 1
LEGAL DESCRIPTION

**WITHIN THE S.W. ¼ OF SECTION 4, S.E. ¼ & S.W. ¼ SECTION 5, N.E. ¼ OF SECTION 8,
N.W. ¼ OF SECTION 9, T. 7 N., R. 11 E., M.D.B.M. AMADOR COUNTY, CALIFORNIA.**

More particularly described as follows:

**Re-Adjusted Parcel "3" per Record of Survey Boundary Line Adjustment filed at the recorder's
office in Book 63 of Maps and Plats at Page 19 Amador County, California.**

CONTAINING 44.05+/- Acres



10-08-2012

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
01/22/13	

To: **Board of Supervisors**

Date: January 7, 2013

Resol

From: Susan Grijalva

Phone Ext. x380

(Department Head -- please type)

Department Head Signature Susan Grijalva

Agenda Title: Building Department: Two Agreements to Limit Uses of Agricultural Structure for Christine Hagen Trust dated December 14, 2007

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Christine M. Hagen has submitted applications for two Agricultural Exemptions and has provided all of the necessary documents including two signed "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE" (attached) for recording as required by County Code Section 15.04.040. Subject property is located at 15900 Hwy 88, Jackson Ca, being APN 044-110-107-000.

Recommendation/Requested Action:
Authorize Chairman to sign the Agreements

Fiscal Impacts (attach budget transfer form if appropriate) _____

Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GG

Auditor EGJ GSA Director hop

CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 When Agreements are signed, return to Building Dept. w/certified Resolution & Acknowledgement of the Chairman's signature.

FOR CLERK USE ONLY

Meeting Date January 22, 2013 Time 9 a.m. Item # 3C

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 13-xxx
STRUCTURE CHRISTINE HAGEN TRUSTEE)

WHEREAS, Christine M. Hagen, Trustee of the Christine Hagen Trust dated December 14, 2007 (“Owner”) desires to construct an agricultural structure on her Property and has applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for a Agricultural Building Permit Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to Limit Uses of Agricultural Structure for Permit #AG01011 is required by Amador County Code Section 15.04.040 and was authorized by the Board of Supervisors at their January 22, 2013 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Section 15.04.040 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01011 by and between the County of Amador and Christine M. Hagen, on the terms and conditions contained therein as it relates to Building Permit #AG01011.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 22nd day of January, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Richard Forster
Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of
the Board of Supervisors,
Amador County, California
By: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 044-110-107-000
Agricultural Building Permit Exemption No:AG01011

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of January 22, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Christine M. Hagen, Trustee of the Christine Hagen Trust dated December 14, 2007, ("Owner").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

Legal Description:

Parcel 1 of Parcel Map No. 2423, according to the official map thereof filed for record October 18, 1994 in Book 48 of Maps and Plats at Page 73, Amador County Records.

(Commonly known as 15900 Hwy 88, Jackson, California)

APN 044-110-107-000

B. Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

C. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Section 15.04.40 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

D. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

E. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.

3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.

3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of the its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.

6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER:

BY: _____
Richard Forster
Chairman, Board of Supervisors

BY: _____
Christine M. Hagen, Trustee

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>January 22, 2013</u>	

To: Board of Supervisors

Date: January 14, 2013

Resol.

From: Aaron Brusatori, Director - DOT & Public Works
(Department Head - please type)

Phone Ext. 248

Department Head Signature *Aaron Brusatori*

Agenda Title: Resolution accepting the work completed for the Plasse Road Overlay

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Vintage Paving Co. has completed the Plasse Road Overlay project, (Bid No. 12-14) on September 26, 2012. No liens or Stop Notices have been filed as related to this work. In order to close out this project the following process should be done. The Board should accept this work as complete and authorize the Department of Transportation & Public Works Director to release retention and final payment to the contractor. Also, the Board should authorize the Board Chairman to sign three (3) original copies of the Agreement and Release of Claims.

Recommendation:
Accept the work of Vintage Paving Company for the Plasse Road Overlay project Bid No. 12-14 and authorize Director to release retention and final payment to the contractor, and authorize the Board Chairman to sign the three (3) Agreement and Release of Claims forms.

Recommendation/Requested Action:
See above recommendation

Fiscal Impacts (attach budget transfer form if appropriate) <u>Budgeted</u>	Staffing Impacts <u>N/A</u>
--	--------------------------------

Is a 4/5ths vote required? Yes _____ No <u>X</u>	Contract Attached: Yes _____ No _____ N/A <u>x</u> Resolution Attached: Yes <u>x</u> No _____ N/A _____ Ordinance Attached: Yes _____ No _____ N/A <u>x</u>
Committee Review? <u>N/A</u> <u>x</u> Name _____ Committee Recommendation: _____	Comments: <u>Resolution and three Agreement and Release of Claims forms attached.</u>

Request Reviewed by:

Chairman _____	Counsel <u>GS</u>
Auditor <u>EJL</u>	GSA Director <u>HP</u>
CAO _____	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date <u>January 22, 2013</u>	Time <u>9 a.m.</u>	Item # <u>3D</u>
Board Action: Approved Yes _____ No _____ Unanimous Vote: Yes _____ No _____		
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____		
Comments: _____		

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

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE)
PLASSE ROAD OVERLAY PROJECT AS)
COMPLETE)

RESOLUTION NO. 13-XXX

WHEREAS, the contractor has completed construction and installation of the 2" hotmix asphalt overlay and engineer fabric located at Plasse Road south of State Route 88 near Silver Lake, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by Vintage Paving Company for the construction of Plasse Road Overlay project as complete; and

BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 22nd day of January 2013, by the following vote:

AYES: Richard M. Forster, Theodore Novelli, Louis D. Boitano, John Plasse, and Brian Oneto

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

~~Deputy~~

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this _____ day of _____, 2013, by and between the County of Amador ("County"), and Vintage Paving Company, Inc. ("Contractor"), whose place of business is 119 Main Street, Winters, CA, 95694.

RECITALS

A. On August 14, 2012, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of **Alternate Bid of 2" Hotmix Asphalt Overlay and Engineering Fabric located at Plasse Road South of State Route 88 near Silver Lake, California** including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	\$ 105,010.00 _____
Modified Contract Sum	\$ 101,390.14 _____
Payment to Date	\$ 96,320.63 _____
Damages	\$ -0- _____
Payment Due Contractor	\$ 5,069.51 _____

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of Five Thousand Sixty-Nine Dollars and Fifty-One Cents (\$5,069.51) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[No Disputed Claims]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands,

actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.


10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

COUNTY OF AMADOR:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By:  _____
Principal

Name (please print): Rob Nickelson

Title: Vice President

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: January 4, 2013

From: Michael W. Israel, Environmental Health
(Department Head - please type)

Agmt

Phone Ext. 536

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

Meeting Date Requested:
1/22/2013

Department Head Signature *Michael W. Israel*

Agenda Title: FOOD SAFETY TRAINING AND CERTIFICATION AGREEMENT

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Food safety certification of at least one manager or employee in each food service business is required by law. The Environmental Health Department has been providing this service to local food service managers and employees at cost for several years through an agreement for professional services with the California Association of Environmental Health Administrators (CAEHA). This agreement enables continuation of local, cost effective training and certification for a three year period at the same cost.

Recommendation/Requested Action:
Approve agreement and authorize signature by Board Chair

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts Minimal

Cost neutral

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel *GC*
Auditor *EJL* GSA Director *HP*
CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date January 22, 2013 Time 9 a.m. Item # HA

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 1st day of January 2013, by and between the COUNTY OF AMADOR, a political subdivision of the State of California, d.b.a., Environmental Health Department (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA), (hereinafter called "Contractor") pursuant to the following terms and conditions:

1. **TERM**

The term of this Agreement shall commence on March 1, 2013, and shall terminate on December 31, 2015.

2. **PROJECT**

Perform duties of *Registered Environmental Health Specialist* with duties and responsibilities as outlined in Section 3.

3. **DUTIES**

- A. Dennis Lampson, in association with CAEHA, shall provide environmental health services in Amador County
- B. Contractor, under the direction of the Director of Environmental Health, and/or his designee, shall have general responsibility for providing services identified in Appendix A: Scope of Work.
- C. Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, an ability to manage assignment projects, which are highly complex and difficult in nature.

4. **COMPENSATION**

- A. Contractor shall be paid Seventy-One Dollars (\$71.00) per hour. The number of hours billed will be based upon class size as identified in Appendix B. Contractor shall invoice County for work performed by the 1st of each month with summary of tasks performed. County shall make payment directly to:

**CAEHA, attn: Sheryl Baldwin, Contract Manager
P.O. Box 2017
Cameron Park, CA 95682-2017**

Telephone: (530) 676-0715

Facsimile: (530) 676-0515

by the 16th of the month for invoices received by the 5th of the month. All payment requests must be reviewed and approved by the Director of Environmental Health.

- B. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder.

5. **INSURANCE REQUIREMENTS**

Contractor, and any subcontractor engaged by Contractor, shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

- A. General Liability - insurance with a minimum limit of liability per occurrence of \$1,000,000. This insurance shall indicate on the certificate of insurance the following coverage and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
- B. Automobile Liability - insurance with a minimum limit of liability per occurrence of \$300,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles.

6. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement. If such indemnification becomes

necessary, the County Counsel for the County of AMADOR shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. **TERMINATION**

A. This Agreement may be terminated by County at County's option:

- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness.
- (2) For any reason satisfactory to County provided, however, Contractor shall be given ten (10) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1) Upon County's failure, neglect or refusal to make any payment as required hereunder.
- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.
- (3) Upon ten (10) days written notice to County.

8. **STATUS**

Contractor and County agree that Contractor, and any consultant engaged by Contractor, is an independent contractor and in no event shall he be considered an employee of the County.

9. **ASSIGNMENT**

This Agreement is for the professional services of Contractor and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County: Amador County Environmental Health Dept.
Michael Israel, Director of Environmental Health
810 Court Street
Jackson, CA 95642

Contractor: CAEHA
Sheryl Baldwin, Contract Manager
P.O. Box 2017
Cameron Park, CA 95682-2017
Telephone: (530) 676-0715
Facsimile: (530) 676-0515
Email: Sheryl@ccdeh.com

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

COUNTY

CONTRACTOR

, **Chair**
Board of Supervisors, County of Amador,
State of California

Justin Malan, Executive Director
CAEHA

ATTEST:

APPROVED AS TO FORM:

, County Clerk
County of Amador, State of California

, County Counsel

SCOPE OF WORK

SERVICES:

CONTRACTOR shall provide environmental health services to Amador County as determined by the Director of Environmental Health or designee. Said services shall include, but not limited to, the following:

- A. Upon request by County, Contractor shall instruct food safety certification classes and proctor the Prometric Certified Professional Food Manager Examination for food service managers and employees in Amador County. Food safety classes provided during the term of this Agreement shall be held as requested by Amador County, up to a maximum of 4 classes per year.

**Contract Proposal for Amador County for teaching and proctoring
Certified Professional Food Manager Exams**

Class size: # students	Contractor (CAEHA) invoice to county
1-12	\$426
13	\$426
14	\$426
15	\$426
16	\$426
17	\$426
18	\$568
19	\$568
20	\$568
21	\$568
22	\$568
23	\$568
24	\$710
25	\$710
26	\$710
27	\$710
28	\$710
29	\$710
30	\$710
Recommended minimum class size	12
Maximum class size	30
CAEHA cost per hour	\$71
Billing rate based on number of students:	
12 - 17 students	6 hrs.
18 – 23 students	8 hrs.
24 - 30 students	10 hrs.

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 12-31-2013

Agmt.

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

From: James Wegner
(Department Head - please type)

Phone Ext. 515

Meeting Date Requested:
01/22/13

Department Head Signature: _____

Agenda Title: Jail Services Agreement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Approve an agreement between El Dorado County Sheriff and Amador County Sheriff which approves the ability for inmates from Amador County to be housed in El Dorado County when deemed necessary by the Sheriff of Amador County or his designee. The cost for housing inmates is \$90.00 per day, per inmate and will be funded via AB118 revenue.

Recommendation/Requested Action:
Approve and Authorize Chairman's signature

Fiscal Impacts (attach budget transfer form if appropriate): None - Funded via AB118

Staffing Impacts: _____

Is a 4/5ths vote required? Yes No

Committee Review? Name _____ N/A

Committee Recommendation: _____

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

Request Reviewed by:

Chairman _____ Counsel GG

Auditor [Signature] GSA Director [Signature]

CAO _____ Risk Management [Signature]

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

FOR CLERK USE ONLY

Meeting Date January 22, 2013 Time 9 a.m. Item # 4B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

Completed by _____

A new ATF is required from _____ Department For meeting of _____

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

ATTEST: _____
Clerk or Deputy Board Clerk

AGREEMENT FOR JAIL SERVICES

BETWEEN EL DORADO COUNTY AND AMADOR COUNTY

WHEREAS, the County of Amador desires to enter into a contractual agreement with the County of El Dorado for the provision of jail services at the Jail facilities operated by the El Dorado County Sheriff's Office in South Lake Tahoe and Placerville, California.

WHEREAS, the El Dorado County Sheriff agrees to provide personnel and facilities for housing of Amador County prisoners.

WHEREAS, in consideration of the Sheriff of El Dorado County and the County of El Dorado willingness to assist the County of Amador and the Sheriff of Amador County by providing jail services as set forth herein, the County of Amador acknowledges and agrees that in providing such service, the Sheriff and County of El Dorado will be responsible for the keeping of Amador County prisoners on behalf of the Amador County Sheriff's Department.

NOW THEREFORE BE IT RESOLVED BY AND BETWEEN THE PARTIES that in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. El Dorado County Sheriff Services

The Sheriff of El Dorado County (El Dorado Sheriff) and County of El Dorado agree that custody services shall be provided to the Sheriff of Amador County (Amador Sheriff) as described herein. The services shall encompass the housing of inmates either sentenced or pre-sentenced in Amador County.

El Dorado Sheriff shall provide custody and care pursuant to Minimum Standards for Local Detention Facilities set forth in California Code of Regulations Title 15, and 24 and in accordance with all applicable Federal, State and local laws, regulations and directives for each Amador Sheriff inmate transported to El Dorado Sheriff for housing under this agreement. El Dorado Sheriff shall provide routine medical care inside the facilities in accordance with Title 15 requirements. Any outside medical services outside the scope of the contract medical provider will be paid for by Amador Sheriff.

2. Term and Termination

This Agreement shall be effective as of the date of signing and shall be in effect until amended by either party as provided for under California Penal Code section 4009. Either party shall have the right to terminate this Agreement without cause by giving the other party ninety (90) day's advance written notice of the same.

3. Level of Service and Staffing

The El Dorado Sheriff shall have the sole responsibility for the staffing and level of service of the El Dorado County Jails as set by the El Dorado Sheriff's staffing policies.

4. Compensation

Amador Sheriff agrees to reimburse El Dorado Sheriff for the housing of inmates at the daily rate of \$90 per day. A "housed" inmate is defined as an inmate who has been placed into the population of the El Dorado Sheriff's Jail.

El Dorado Sheriff agrees to invoice Amador Sheriff quarterly. Amador Sheriff agrees to provide payment within 30 days from receipt of invoice.

5. Supervision and Control of Correctional Personnel

The El Dorado Sheriff shall select personnel that will be assigned to perform correctional duties under this Agreement and supervise, train and discipline such personnel. Any El Dorado Sheriff employee providing services under this agreement shall have no authority, express or implied, to act on behalf of Amador County, except as provided for under California Penal Code sections 4008, 4011, 4011.5, and 853.6 and Amador County shall have no right to control the means by which the services are provided.

6. Services to be Provided

El Dorado Sheriff agrees to accept general population medium classification, as defined by El Dorado Sheriff classification polices, male and female Amador County inmates for intake at the Placerville Jail and to provide inmates returning to Amador County for pick up at the Placerville Jail or as otherwise arranged.

7. Indemnification

Amador County shall defend, indemnity, and hold El Dorado County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, workers, El Dorado County employees, and the public, or damages to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Amador County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the

Agreement for Jail Services

part of El Dorado County, Amador County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of El Dorado County, its officers and employees, or as expressly prescribed by statute. This duty of Amador County to indemnify and save El Dorado County harmless includes the duties to defend set forth in California Civil Code section 2778.

El Dorado County shall defend, indemnify, and hold Amador County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, workers, Amador County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with El Dorado County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of Amador County, El Dorado County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Amador County, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado County to indemnify and save Amador County harmless includes the duties to defend set forth in California Civil Code section 2778.

8. Insurance

Each party at its sole cost and expense, shall carry insurance- or self insure- it's activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover It's potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination or lapse of any insurance or self insurance coverage's.

9. No Obligations to Third Party

Nothing in this Agreement or any of the addenda hereto, is intended to, nor shall it create any right in any person, firm, corporation or entity, other than in the parties hereto, including but not limited to the employees of the parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and/or obligations of the County of Amador and/or the County of El Dorado with regard to any third parties.

10. Medical Issues

El Dorado Sheriff agrees to provide all required routine and emergency medical care provided to Amador inmates in the same manner as is provided to El Dorado County arrestees and inmates inside the Jail.

Outside Medical Care

- a) Amador Sheriff shall be responsible for payment of any outside medical Care for Amador inmates outside the scope of the contract medical provider. El Dorado Sheriff shall be responsible for the forwarding of received medical billings for Amador inmates.
- b) "Outside medical care" is defined as the hospitalization or referral of an inmate to a hospital or medical provider for services not provided by El Dorado County inside the Jail.
- c) El Dorado Sheriff shall be deemed to be the receiver of medical information pursuant to the Health Insurance Portability and Accountability Act of 1996.
- d) The El Dorado Sheriff shall be responsible for seeking court orders from the Amador Court pursuant to California Penal Code sections 4011 and 4011.5 regarding inmate hospitalizations with any necessary legal services to be provided by the County of Amador County Counsel.
- e) Amador Sheriff shall have the option of providing a guard at the hospital or pay the Step 5 rate of an EDSO Deputy II or Correctional Officer II when the hospitalization exceeds two days. El Dorado Sheriff shall retain the right to assign staff as available. One hospital day shall be defined as 24 hours starting upon the inmate's departure from the jail.

11. Arrestees Excluded From Booking

No person under the age of 18 years shall be housed in the El Dorado County Sheriff's facilities unless otherwise provided in this agreement.

El Dorado Sheriff does not agree to accept minors to be confined in accordance the Welfare and Institutions Code section 207.1.

Persons taken into custody under Section 5150 of the Health and Safety Code shall not be housed in the El Dorado County Sheriff's Jail Facilities.

12. Modification

This Agreement may only be modified or amended by written agreement executed by all parties to the agreement.

13. Notices

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to El Dorado County:

El Dorado County Sheriff
300 Fair Lane
Placerville, CA 95667

If to Amador County:

Amador County Sheriff
700 Court St.
Jackson, Ca 95642

14. Records

El Dorado Sheriff shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to Amador Sheriff, and Amador Sheriff shall have the right inspect such records at any reasonable time and to obtain copies of records of Amador County inmates upon request. Such records shall demonstrate compliance with all provisions of Title 15 of the California Code of Regulations.

15. Court Order

Amador Sheriff shall seek a written court order from the Judge of the Amador Superior Court to designate the El Dorado County Sheriff's Jail for the confinement of Amador County inmates pursuant to California Penal Code section 4115.5 as needed. Amador Sheriff shall provide a copy of the official order to the El Dorado Sheriff.

15. Programs

Amador County inmates shall be allowed participation in programs offered inside the

Agreement for Jail Services

El Dorado Jail pursuant to the requirements set by the El Dorado Sheriff.

16. Capacity Release

The El Dorado Sheriff shall not be restricted in returning Amador Sheriff inmates pursuant to the capacity release policies set by the El Dorado Sheriff. El Dorado Sheriff agrees to give reasonable notice to Amador Sheriff of impending capacity limits that would cause the early release of Amador County inmates.

The Amador County Sheriff shall transport all inmates scheduled for release from the El Dorado County Jail to the Amador County Jail or to another appropriate facility to serve the remainder of their sentence. During the pendency of an inmate's sentence, the Amador County Sheriff has the sole discretion to determine whether an inmate will be released from custody.

17. Transport

Amador Sheriff agrees to be responsible for the transportation of Amador County inmates to and from Amador County. Amador Sheriff agrees to transport Amador County inmates from El Dorado County to Amador County prior to their release from custody.

18. Commitment to Mental Health facility

Amador Sheriff agrees to transport any Amador County inmate who requires commitment to a mental health facility if required under section 5150 of the Welfare and Institutions Code as provided for by the Amador County Mental Health Department or as otherwise arranged with El Dorado Sheriff.

19. Dispute Resolution

Amador Sheriff and El Dorado Sheriff shall attempt in good faith to resolve any dispute informally. The Amador Sheriff and the El Dorado Sheriff shall meet to discuss the matter and any actions necessary to resolve the dispute.

If the dispute cannot be resolved to the satisfaction of the Amador Sheriff or the El Dorado Sheriff, the objecting party may pursue any available legal remedies. Pending a final decision of the dispute, both parties shall perform their obligations under this MOU in good faith.

20. Past Agreements

This Agreement supersedes all previous agreements that concern the housing of inmates between El Dorado and Amador Counties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated.

COUNTY OF El Dorado

Dated: _____

By: _____
Sheriff-Coroner
Public Administrator

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Agreement for Jail Services

COUNTY OF Amador

Dated:


By: 
Sheriff - Coroner

By: _____
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to Form


Amador County Counsel

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
1-22-13	

To: Board of Supervisors
 Date: 01-09-13

Agmt

From: James Foley, Director of HHS
 (Department Head - please type)

Phone Ext. 412

Department Head Signature *James A. Foley*

Agenda Title: Agreement between BHC Sierra Vista Hospital and Amador County Behavioral Health for FY 12-13

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the agreement with BHC Sierra Vista Hospital to provide Psychiatric Inpatient Treatment Services to Amador County clients.

This agreement changes the Term.

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor *EGJ*

GSA Director *hop*

CAO _____

Risk Management _____

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

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

FOR CLERK USE ONLY

Meeting Date January 22, 2013 Time 9 a.m. Item # HC

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and BHC SIERRA VISTA HOSPITAL, INC., a California corporation (the "Contractor").

RECITALS

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

B. Contractor is in the business of providing psychiatric inpatient treatment services similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall become effective on July 1, 2012, and shall continue in effect through June 30, 2013. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

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

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

5.4 Payment for services provided by Contractor to County MediCal eligibles will be made through the TAR process and the MediCal Fiscal Intermediary, EDS. Preliminary TARS must be submitted to Amador County Mental Health within 24 hours of admission to Contractor's facility with final TARS to be submitted within one (1) week of discharge. County will process TARS within 14 days of receipt at address below:

Amador County Health Services Department
Behavioral Health Division
Attn: TARS
10877 Conductor Blvd., Suite 300, Sutter Creek, CA 95685

6. SUPERVISION OF THE WORK.

- 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
- 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
- 6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
- 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.
- 10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

11. INSURANCE.

- 11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:
- 11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.
- Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as

an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

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

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any

services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

- 14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.
- 14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.
- 14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.
- 14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.
- 14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

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

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/index.aspx?page=900&parent=11402>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.

HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified in this Agreement concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. § 164-502(e)(1)(ii)(A), Covered Entity and Contractor are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

Signatures on following page

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

COUNTY OF AMADOR

CONTRACTOR: BHC SIERRA VISTA
HOSPITAL, INC., a California corporation

BY: _____
Richard M Forster
Board of Supervisors

BY:  _____
Mike Zauner, CEO.

Federal I.D. No.: 62-1658512

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____
Gregory Gillott
County Counsel

BY: _____

ATTACHMENT A – SCOPE OF WORK

Upon prior authorization by County, Contractor shall provide its customary range of psychiatric inpatient treatment services elsewhere referred to in this agreement as “The Work” according to the requirements and standards as promulgated by this Agreement, to residents of Amador county under the age of eighteen (18) who are Medical eligible or adults who are Amador county Medical beneficiaries and meet the criteria for Mental Health services under the California Community Mental Health Services Law, in accordance with Contractor’s license. Services will be provided to eligible person who may be either on a voluntary or involuntary status. Contractor will provide psychiatric evaluation and treatment for County residents admitted pursuant to this Agreement. The authorized length of stay of each patient shall be jointly determined by the County and the Contractor’s professional staff in accordance with the medical needs of each patient. Contractor may provide necessary emergency and non-elective ancillary medical services as part of the psychiatric inpatient treatment services.

Recognizing that Contractor’s facility is a psychiatric facility, all persons referred for admission will be medically cleared for admission to a psychiatric facility prior to admission. This medical clearance will be provided directly or indirectly and payment arranged or provided by County. Criteria and requirements for medical clearance will be determined by Contractor. All transportation costs to and from Contractor are the responsibility of County. When County authorizes certain transportation to be provided by Contractor, County will be responsible for the costs.

If services required by County patients exceed Contractor capabilities, Contractor may refer County patients to other facilities at County’s expense and as mutually agreed upon by Directors of the Behavioral Health Department of County and Contractor. It is recognized that to make efficient use of any inpatient facility that the provision of aftercare services is of extreme importance. To this end, it is the responsibility of County to maintain adequate aftercare services, such that efficient referral to these services may be made as a part of discharge planning of patients, including transportation, if necessary. It is understood and agreed that only persons suffering from mental illness are to be admitted pursuant to this Agreement and that inebriates or others not suffering from mental illness, per the medical decision of the Contractor’s staff, are specifically excluded herefrom.

ATTACHMENT B – FEE SCHEDULE

This Agreement is not to exceed One Hundred Thousand Dollars (\$100,000) during the term of this contract for Fiscal Year 2012-2013.

This CONTRACTOR is a Certified Medi-Cal Provider, No. HSM34087G (Certified Sacramento County)

See attached Sierra Vista's negotiated fees through Sacramento County Unit Rate Agreement, #720240012-055 for Fiscal Year 2012-2013.

In consideration for Contractor's providing psychiatric inpatient services to County patients, pursuant to the services description above in section 1 above, County shall guarantee Contractor the current MediCal rate of \$747.00 per patient day, excluding physician charges. County shall guarantee Contractor the current MediCal rate of \$511.85 per patient day for an Administrative Day. Physician charges will be billed separately to county at the rate of \$90.00 for MediCal Inpatient Professional Service. Pertinent information regarding MediCal Inpatient Professional Services will be sent to the County on a spreadsheet. This will allow the County the ability to bill the State for recoupment of payment for these services.

Prior authorization is not required for EMERGENCY services provided to County residents. "Emergency services" are defined as those screening, stabilization, and treatment services provided by Contractor to County residents who are inpatients on "5150" status or otherwise meet the definition of services provided in a medical emergency as defined in Emergency Medical Treatment And Active Labor Act 42USC§1395dd. All other inpatient services must be pre-authorized.

Payment for services provided by Contractor to County MediCal eligibles will be made through the TARS process and the MediCal Fiscal Intermediary, EDS. Preliminary TARS must be submitted to Amador County Behavioral Health within 24 hours of admission to Contractor's facility with final TARS to be submitted within one (1) week of discharge. County will process TARS within 14 days of receipt at address below:

Amador County Behavioral Health

10877 Conductor Blvd., Suite 300

Sutter Creek, CA 95685

The rate structure used to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services in Title 9, Chapter 11, including the treating and does not include non-hospital based physician or psychological services unless the provider is a Short/Doyle provider. County will not pay for any services to MediCal beneficiaries of other counties. Per Diem rate for inpatient psychiatric services provided to County beneficiaries by Contractor is to be considered payment in full to third party liability and beneficiary share of cost. The rate for Non-MediCal patients admitted to Contractor's facility with prior authorization by County, will be \$837.00 per patient day including physician charges and will be paid to Contractor within 30 days

after receipt of claim. The rate for an Administrative Day will be \$601.85. County will be separately liable for transportation and transfer costs incurred when medically necessary.



Countywide Services
Health and Human Services
Behavioral Health Services
Deputy Director
Mary Ann Bennett

County of Sacramento

County Executive
Bradley J. Hudson
Chief Deputy County Executive
Bruce Wagstaff
Department Director
Ann Edwards

June 11, 2012

Michael Zauner
BHC Sierra Vista Hospital
8001 Bruceville Road
Sacramento, CA 95823

Subject: Unit Rate Agreement, #7202400-12-055 (MH Children's Services)

Pursuant to Exhibit C, Section I, Paragraph E, Items 2 and 3 of the above referenced expenditure agreement; this letter constitutes notice of the initial Provisional Unit Reimbursement Rates for services performed as follows:

<u>Medi-Cal Rates</u>	Hospital Inpatient (Mode 05, Service Functions 10-18)	\$747 child/day
	Hospital Administrative Day (Mode 05, Service Function 19)	\$511.85 child/day
	Inpatient Psychiatric Support Services (when services are provided)	\$90 child/day
	> Outpatient Services (Mode 15, Service Functions 01-79)	
<u>Short-Doyle Rates</u>	Hospital Inpatient, without Psychiatric Support Services	\$747 child/day
	Hospital Inpatient, with Psychiatric Support Services	\$837 child/day
	Hospital Administrative Day*: without Psychiatric Support Services	\$511.85 child/day
	with Psychiatric Support Services	\$601.85 child/day

*During FY1112 these rates will be revised to reflect a rate set forth by State DMH Information Notice on Administrative Day Rate for all Psychiatric Hospitals for Fiscal Year 2011-2012.

Please note that the rates have not changed from FY 11/12

*During FY12/13 these rates may be revised to reflect a rate set forth by State DMH Information Notice on Administrative Day Rate for all Psychiatric Hospitals for Fiscal Year 2012/2013.

The executive official or designee is required to sign this notice and return it to the undersigned Program Coordinator.


Michael Zauner, CEO

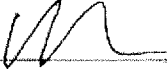
7/18/12
Date


Anne-Marie Rucker, Program Coordinator

June 21, 2012
Date


Wendy Greene, Program Manager

6/21/12
Date



Lisa Bertaccini, LCSW, Division Chief

6/21/12

Date

Mary Ann Bennett, Division Director

Date

Cc: Provider
MH Children's Contract File Attn: Pat Williams
MH Fiscal Services Attn: Robert Gillette
MH Contract Unit Attn: Tom Hannon
MH Quality Management Attn: Lisa Scott-Lee

ATTACHMENT C – ALCOHOL POLICY

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


The undersigned, authorized signatory for BHC SIERRA VISTA HOSPITAL, INC., a California corporation (the "Contractor"), (the "Contractor"), certifies as follows:

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

Federal I.D. No. or Social Security No: 62-1658512

Printed Name: Mike Zauner Date 11/26/12

Title: CEO

Signature: 

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
1-22-13	

To: Board of Supervisors

Date: 01-09-13

Agmt

From: James Foley, Director of HHS
(Department Head - please type)

Phone Ext. 412

Department Head Signature 

Agenda Title: Agreement between BHC Heritage Oaks, INC. and Amador County Behavioral Health for FY 12-13

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the agreement with BHC Heritage Oaks to provide Psychiatric Inpatient Treatment Services to Amador County clients.

This agreement changes the Term.

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

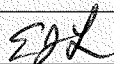
Committee Recommendation: _____


Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor 

GSA Director 

CAO _____

Risk Management _____

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

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

FOR CLERK USE ONLY

Meeting Date January 22, 2013 Time 9 a.m. Item # 4D

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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

ATTEST: _____
Clerk or Deputy Board Clerk

Save

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and BHC HERITAGE OAKS HOSPITAL, INC., dba HERITAGE OAKS HOSPITAL, located at 4250 Auburn Boulevard, Sacramento, CA 95841, a California corporation (the "Contractor").

RECITALS

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

B. Contractor is in the business of providing psychiatric inpatient treatment services similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of one year July 1 2012 to June 30, 2013. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
 - 4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.
 - 5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.
 - 5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
 - 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.
 - 5.4 Payment for services provided by Contractor to County MediCal eligibles will be made through the TAR process and the MediCal Fiscal Intermediary, EDS. Preliminary TARS must be submitted to Amador County Mental Health within 24 hours of admission to Contractor's facility with final TARS to be submitted within one (1) week of discharge. County will process TARS within 14 days of receipt at address below:

Amador County Health Services Department
Behavioral Health Division
Attn: TARS
10877 Conductor Blvd., Suite 300, Sutter Creek, CA 95685

6. SUPERVISION OF THE WORK.

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

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

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

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

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

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

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

circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

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

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

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an

Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

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

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents,

employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans,

correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

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

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/index.aspx?page=900&parent=11402>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as Attachment C.

HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified in this Agreement concern the provision of health care services to, and

the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. § 164-502(e)(1)(ii)(A), Covered Entity and Contractor are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

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

To Contractor:	BHC HERITAGE OAKS HOSPITAL, INC., dba HERITAGE OAKS HOSPITAL, located at 4250 Auburn Boulevard, Sacramento, CA 95841, a California corporation (the "Contractor").
To County:	Amador County Health Services Department Behavioral Health Division 10877 Conductor Boulevard Sutter Creek, CA 94685
With a copy to:	Office of the County Counsel 810 Court Street Jackson, CA 95642

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

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

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

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

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

COUNTY OF AMADOR

CONTRACTOR:
BHC HERITAGE OAKS HOSPITAL, INC.,
dba HERITAGE OAKS HOSPITAL, a
California corporation

BY: _____
Richard M. Forster
Board of Supervisors

BY: Arthur Wong 11-12-12
Arthur Wong, CFO

Federal I.D. No.: 62-1658494

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 
Gregory Gillott
County Counsel

BY: _____

ATTACHMENT A – SCOPE OF WORK

Upon prior authorization by County, Contractor shall provide its customary range of psychiatric inpatient treatment services elsewhere referred to in this agreement as "Specialty Mental Health Services", according to the requirements and standards as promulgated by this Agreement, to residents of Amador County under the age of eighteen (18) who are MediCal eligible or adults who are Amador County MediCal beneficiaries and meet the criteria for Mental Health services under the California Community Mental Health Services Law, in accordance with Contractor's license. Services will be provided to eligible persons who may be either on a voluntary or involuntary status. Contractor will provide psychiatric evaluation and treatment for County residents admitted pursuant to this Agreement. The authorized length of stay of each patient shall be jointly determined by the County and the Contractor's professional staff in accordance with the medical needs of each patient. Contractor may provide necessary emergency and non-elective ancillary medical services as part of the psychiatric inpatient treatment services.

Recognizing that Contractor's facility is a psychiatric facility, all persons referred for admission will be medically cleared for admission to a psychiatric facility prior to admission. This medical clearance will be provided directly or indirectly and payment arranged or provided by County. Criteria and requirements for medical clearance will be determined by Contractor. All transportation costs to and from Contractor are the responsibility of County. When County authorizes certain transportation to be provided by Contractor, County will be responsible for the costs.

If services required by County patients exceed Contractor capabilities, Contractor may refer County patients to other facilities at County's expense and as mutually agreed upon by Directors of Mental Health of County and Contractor. It is recognized that to make efficient use of any inpatient facility that the provision of aftercare services is of extreme importance. To this end, it is the responsibility of County to maintain adequate aftercare services, such that efficient referral to these services may be made as a part of discharge planning of patients, including transportation, if necessary.

ATTACHMENT B – FEE SCHEDULE

This contract shall not exceed Twenty Five Thousand Dollars (\$25,000.00)

Medi-Cal Rates

Hospital Inpatient (Mode 05, Service Functions 10-18)	\$747.00 child/day
Hospital Administrative Day (Mode 05, Service Function 19)	\$511.85 child/day
Inpatient Psychiatric Support Services (when services are provided)	\$90.00 child/day
Outpatient Services (Mode 15, Service Functions 01-79)	

Short-Doyle Rates

Hospital Inpatient, without Psychiatric Support Services	\$747.00 child/day
Hospital Inpatient, with Psychiatric Support Services	\$837.00 child/day
Hospital Administrative Day, without Psychiatric Support Services	\$511.85 child/day
Hospital Administrative Day, with Psychiatric Support Services	\$601.85 child/day

Medi-Cal Rates

Hospital Inpatient (Mode 05, Service Functions 10-18)	\$747.00/adult day
Hospital Administrative Day (Mode 05, Service Function 19)	\$511.85/adult day
Inpatient Psychiatric Support Services (when services are provided)	\$90.00/adult day
Outpatient Services (Mode 15, Service Functions 01-79)	

Short-Doyle Rates

Hospital Inpatient, without Psychiatric Support Services	\$747.00/adult day
Hospital Inpatient, with Psychiatric Support Services	\$837.00 adult/day
Hospital Administrative Day, without Psychiatric Support Services	\$511.85/adult day
Hospital Administrative Day, with Psychiatric Support Services	\$601.85/adult day

In consideration for Contractor's providing psychiatric inpatient services to County patients, pursuant to the services description in section 1 above, County shall guarantee Contractor the current MediCal rate of \$747.00 per patient day, excluding physician charges. Physician charges will be billed separately to county at the rate of \$90.00 for MediCal Inpatient Professional Service. Pertinent information regarding MediCal Inpatient Professional Services will be sent to the County on a spreadsheet. This will allow the County the ability to bill the State for recoupment of payment for these services.

Prior authorization is not required for EMERGENCY services provided to County residents. "Emergency services" are defined as those screening, stabilization, and treatment services provided by Contractor to County residents who are inpatients on "5150" status or otherwise meet the definition of services provided in a medical emergency as defined in Emergency Medical Treatment And Active Labor Act 42USC§1395dd. All other inpatient services must be pre-authorized.

Payment for services provided by Contractor to County MediCal eligibles will be made through the TAR process and the MediCal Fiscal Intermediary, EDS. Preliminary TARS must be submitted to Amador County Mental Health within 24

hours of admission to Contractor's facility with final TARS to be submitted within one (1) week of discharge. County will process TARS within 14 days of receipt at address below:

Amador County Behavioral Health
10877 Conductor Boulevard, Suite 300
Sutter Creek, CA 95685

The rate structure used to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services in Title 9, Chapter 11, including the treating doctor and does not include non-hospital based physician or psychological services unless the provider is a Short/Doyle provider. County will not pay for any services to MediCal beneficiaries of other counties. Per Diem rate for inpatient psychiatric services provided to County beneficiaries by Contractor is to be considered payment in full to third party liability and beneficiary share of cost. The rate for Non-MediCal patients admitted to Contractor's facility with prior authorization by County, will be \$747-\$837 per patient day including physician charges and will be paid to Contractor within 30 days after receipt of claim. The rate for an Administrative Day will be \$511.85-\$601.85 County will be separately liable for transportation and transfer costs incurred when medically necessary.

ATTACHMENT C – ALCOHOL POLICY

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

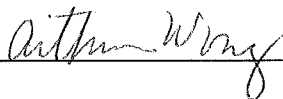
The undersigned, authorized signatory for BHC HERITAGE OAKS HOSPITAL, INC., dba HERITAGE OAKS HOSPITAL, located at 4250 Auburn Boulevard, Sacramento, CA 95841, a California corporation (the "Contractor"). (the "Contractor"), certifies as follows:

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

Federal I.D. No. or Social Security No: 62-1658494

Printed Name: Arthur Wong Date 11-12-12

Title: CFO

Signature: 

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
1-22-13	

To: Board of Supervisors

Date: 01-09-13

Agmt.

From: James Foley, Director of HHS
(Department Head - please type)

Phone Ext. 412

Department Head Signature *James H. Foley*

Agenda Title: Agreement between Sutter Center for Psychiatry and Amador County Behavioral Health for FY 12-13

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the agreement with Sutter Center for Psychiatry to provide Psychiatric Inpatient Treatment Services to Amador County clients.

This agreement changes the Term and the Fee Schedule, rates increased by \$4.00

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes No

Contract Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor *EDJ* GSA Director *Hop*

CAO _____ Risk Management _____

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

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

FOR CLERK USE ONLY

Meeting Date January 22, 2013 Time 9 a.m. Item # HE

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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

ATTEST: _____
Clerk or Deputy Board Clerk

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Sutter Health Sacramento Sierra Region, a California non-profit public benefit corporation doing business as Sutter Center for Psychiatry

RECITALS

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

B. Contractor is in the business of providing inpatient psychiatric services for emotionally disturbed children of Amador County similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall become effective on July 1, 2012 and shall continue in effect through June 30, 2013. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
- 4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.
- 4.2 Allow contractor to terminate the contract with 60 days notice.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

- 5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.
- 5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
- 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.
- 5.4 Payment for services provided by Contractor to County MediCal eligibles will be made through the TAR process and the MediCal Fiscal Intermediary, EDS. Preliminary TARS must be submitted to Amador County Mental Health within 24 hours of admission to Contractor's facility with final TARS to be submitted within two (2) weeks of discharge. County will process TARS within 14 days of receipt at address below:

Amador County Health Services Department
Behavioral Health Division
Attn: TARS
10877 Conductor Blvd., Suite 300, Sutter Creek, CA 95685

6. SUPERVISION OF THE WORK.

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

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

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

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

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

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

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

circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

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

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

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an

Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

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

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized

representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor

for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

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

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

HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified in this Agreement concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. § 164-502(e)(1)(ii)(A), Covered Entity and Contractor are not required to enter into a

separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

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

To Contractor: Chief Administrative Officer
Sutter Center for Psychiatry
7700 Folsom Blvd.
Sacramento, CA 95826

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

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

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

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

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be

effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

Signatures on following page

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

COUNTY OF AMADOR

BY: _____
Richard M. Forster
Board of Supervisors

CONTRACTOR:
SUTTER HEALTH SACRAMENTO SIERRA
REGION, DBA:SUTTER CENTER FOR
PSYCHIATRY, a California non-profit
public benefit corporation

BY: _____
John Boyd
Chief Administrative Officer

Federal I.D. No.: 94-1156621

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

BY: _____
Gregory Gillott
County Counsel

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

ATTACHMENT A – SCOPE OF WORK

The CONTRACTOR and the COUNTY agree to the following principles of psychiatric care:

1. Psychiatric inpatient care and services shall be provided to all minors under age 18 in County who, due to a mental disorder cannot resolve his/her problems in a less restrictive, available community setting and, who require the level of protection and security available in an acute, 24-hour setting.
2. Psychiatric inpatient care and services shall not be denied to any Beneficiary based on age, sex, race, color, religion, ancestry, national origin, physical or mental handicap or proof of ability to pay for basic services, provided the person meets specific criteria for voluntary or involuntary admission as determined by both PROVIDER and COUNTY and there is a bed available in the facility.
3. Beneficiaries admitted to the psychiatric inpatient unit shall receive the type, amount and intensity of treatment, education and care needed from qualified staff in order to maximize treatment outcomes, to reduce the possibility of relapse and to minimize over-reliance on this mode of treatment.
4. Psychiatric inpatient services to COUNTY Beneficiaries shall be coordinated by PROVIDER and COUNTY staff to ensure appropriate admission, treatment, discharge, after-care planning, and linkages occur based on each individual Beneficiary's need and the availability of resources.

INPATIENT MENTAL HEALTH SERVICES: Clinical and medical services which are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, as clinically necessary.

1. Semi-private room accommodations including bed, board and related services.
2. Twenty-four (24) hour nursing care.
3. Physical and mental examination for assessment and diagnosis as provided by hospital staff.
4. Crisis intervention services.
5. Administration and supervision of the clinical use of psychotropic medications.
6. Services of a psychiatrist, included in rate for Short Doyle, excluded in the MediCal rate and billed separately.
7. Individual, group, and family psychotherapy.
8. Art, recreational and vocational therapy.
9. Social Services
10. Internal Utilization Review
11. Discharge Planning

Other Info:

Legal Name: Sutter Health Sacramento Sierra Region DBA Sutter Center for Psychiatry
(a CA non-profit community benefit company)

Tax ID: 941156621

NPI: 1952350944

Notices: Chief Administrative Officer

Sutter Center for Psychiatry

7700 Folsom Blvd.

Sacramento, CA 95826

916-386-3000 Main

916-386-3620 Referrals

Signature: John Boyd, Chief Administrative Officer

Contract Contact: Mark Grip, Director of Access and Community Outreach

916-386-3020

gripm@sutterhealth.org

ATTACHMENT B – FEE SCHEDULE

Sutter Center for Psychiatry

**This is Medi-Cal Provider, Provider # HSP34096H - county Certified
MediCal provider for ages up to 21 and over 65
This contract shall not exceed Twenty Thousand Dollars (\$20,000)**

County Rates and Info for 2012-2013

Medi-Cal Rates

Hospital Inpatient (Mode 05, Service Functions 10-18) \$747.00 child/day

Hospital Administrative Day (Mode 05, Service Function 19) \$511.85 child/day

Short-Doyle Rates

Hospital Inpatient, without Psychiatric Support Services \$747.00 child/day

Hospital Inpatient, with Psychiatric Support Services \$837.00 child/day

Hospital Administrative Day, without Psychiatric Support Services \$511.85 child/day

Hospital Administrative Day, with Psychiatric Support Services \$601.85 child/day

Partial Hospital Day/Outpatient Services (when Prof Services are provided)
\$265.00/\$90 per child/day

**Rates are to reflect those on file with the California Department of Mental Health as
negotiated with its host county (Sacramento)**

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for Sutter Health Sacramento Sierra Region, dba; Sutter Center for Psychiatry, a California non-profit public benefit corporation (the “Contractor”), certifies as follows:

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

4.

Federal I.D. No. or Social Security No: 94-1156621

Printed Name: John Boyd Date

Title: Chief Administrative Officer

Signature: _____

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: January 3, 2012

Misc. Appts/Resign.

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
Meeting Date Requested:	
<u>1/22/13</u>	

From: Heather Gardella, Judicial Secretary
(Department Head - please type)

Phone Ext. 257-2658

Department Head Signature _____

Agenda Title: <u>Re-Appointment of Members to the Juvenile Justice Commission</u>	
Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)	
1. Please approve the re-appointment of the following people to the above referenced commission immediately:	
<p>Gregory Brewer- 14050 Pine Park Loop, Pine Grove CA 95665 Mr. Brewer's term will run from date of re-appointment to February 2017 (4 year term)</p> <p>John Stettler- PO Box 697, Jackson CA 95642 Mr. Stettler's term will run from date of re-appointment to February 2017 (4 year term)</p>	
Recommendation/Requested Action:	
Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
<u>N/A</u>	
Is a 4/5ths vote required? Yes _____ No _____	Contract Attached: Yes _____ No _____ N/A _____
Committee Review? Name _____ N/A _____	Resolution Attached: Yes _____ No _____ N/A _____
Committee Recommendation:	Ordinance Attached: Yes _____ No _____ N/A _____
	Comments: _____
Request Reviewed by:	
Chairman _____	Counsel <u>GS</u>
Auditor <u>EGD</u>	GSA Director <u>lop</u>
CAO _____	Risk Management _____
Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)	

FOR CLERK USE ONLY

Meeting Date: <u>1/22/13</u>	Time: <u>9 a.m.</u>	Item #: <u>6A</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution: _____	Ordinance: _____
Noes: _____	Resolution: _____	Ordinance: _____
Absent: _____	Comments: _____	

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

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: January 2, 2013

Misc. Appts/Resign.

From: Heather Gardella, Judicial Secretary
(Department Head - please type)

Phone Ext. 257-2658

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

Meeting Date Requested:
1/22/13

Department Head Signature _____

Agenda Title: Appointment and Re-Appointment of Members to the Law Library Committee

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

1. Please approve the re-appointments of the following persons to the above referenced commission for the term January 1, 2013 through December 31, 2013:

Alexandra Asterlin; John Allen; Laura Einstadter; Michael McEnroe; Gail Smyth

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

Staffing Impacts

Is a 4/5ths vote required?

Yes _____ No _____

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

Committee Review?

N/A _____

Name _____

Committee Recommendation:

Comments: _____

Request Reviewed by:

Chairman _____

Counsel Go

Auditor EDL

GSA Director HPD

CAO _____

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 1/22/13 Time 9 a.m. Item # 6B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____

ATTEST: _____

For meeting _____

Clerk or Deputy Board Clerk

of _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: January 16, 2013

Misc. Apppts/Resign.

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

Meeting Date Requested:

January 22, 2013

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

Phone Ext. _____

Department Head Signature _____

Agenda Title: CSAC EIA Board of Directors Designation

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of the appointment of Supervisor Theodore Novelli to the subject Board and Supervisor John Plasse as the alternate member.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: _____

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor EAL

GSA Director Hof

CAO _____

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date January 22, 2013

Time 9 a.m.

Item # 6C

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Misc. Appts/Resign.

Date: January 16, 2013

From: Louis D. Boitano, Supervisor District IV
(Department Head - please type)

Phone Ext. 470

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

Meeting Date Requested:

01/22/13

Department Head Signature _____

Agenda Title: Commission on Aging

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

Approval of the re-appointment of Louis Nunn and Kathleen Clark to the subject commission for three year terms.

January 12, 2013 - January 11, 2016

Recommendation/Requested Action:

Approve Re-appointments

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date January 22, 2013

Time 9 a.m.

Item # 6D

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

Completed by _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
01/22/13	

To: Board of Supervisors

Date: January 9, 2013

Misc.

From: James Foley, Director

(Department Head - please type)

Phone Ext. 625

Department Head Signature _____

[Handwritten Signature]

Agenda Title: Request to fill vacant position in Social Services

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
To fill one vacancy due to employee termination.

One FTE Eligibility Worker I.

This is a Merit Systems position and must be hired through the Merit Systems process.

Recommendation/Requested Action:

Authorize the requested action

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Position is budgeted _____

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: _____

Committee Review?

N/A

Name Administrative Committee

Committee Recommendation:
1/14/13

Request Reviewed by:

Chairman _____

Counsel Ge

Auditor _____

[Handwritten Signature]

GSA Director Hop

CAO _____

Risk Management _____

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

Copy of approved ATF to Chris @ Social Services, HR and Auditor

FOR CLERK USE ONLY

Meeting Date

January 22, 2013

Time

9 a.m.

Item #

7A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

ELIGIBILITY WORKER I

DEFINITION

Under supervision, to assist with and perform limited eligibility determinations for public assistance; to learn the procedures and regulations necessary for caseload administration; to learn techniques and methods of interactive interviewing and fact gathering; to learn to identify clients need for health, social and/or employment services; to refer clients to other staff or community resources; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry/trainee level in the Eligibility Worker class series. Incumbents in this class normally work under close supervision in a trainee capacity. They perform the more routine responsibilities according to well established procedures and methodologies. Incumbents in this class are expected to develop skills and gain knowledge of the Department's organization, public assistance programs, and case management techniques. When requisite skills and knowledge have been developed, they are expected to advance to the journey level Eligibility Worker II level.

REPORTS TO

Eligibility Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

Learns a variety of public assistance and case processing and management techniques; schedules and makes regular contacts with clients; interviews applicants and recipients in person (on- or off-site) and by telephone to gather information needed for participation in one or more public assistance grants; explains regulations, rules, court orders, and policies regarding public assistance programs; assists people with clarification and completion of prescribed application and declaration forms used to make eligibility determinations; learns and explains client rights and responsibilities associated with public assistance programs; learns to investigate, clarify and correct discrepancies; verifies and insures accuracy of data; learns to develop required information concerning income, resources, and financial obligations; learns to review applications and declarations for completeness and accuracy; learns to review eligibility factors and authorize releases; learns to hold and re-issue payments, immediate need warrants, food stamps and emergency medical services cards; provides assistance and direction in obtaining further information to resolve discrepancies and problems with initial applications and declarations; learns to apply established guidelines and procedures in making eligibility determinations; interviews people and reviews case records to gather preliminary information and identify need for referral

ELIGIBILITY WORKER I - 2

to employment and social services; records information for case records; interprets and applies program regulations and other pertinent material to specific cases; may prepare and maintain a variety of records and documents associated with the eligibility process; learns to compute authorized grant levels; provides basic case services; prepares correspondence and reports.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- General goals and objectives of a public social service programs.
- Modern office practices, methods, and procedures.
- Basic record keeping practices and procedures.
- Business mathematics.

Ability to:

- Learn the policies, procedures, and programs of the Amador County Social Services Department.
- Learn the laws, rules, and regulations necessary for receiving public assistance and case management techniques for all programs.
- Learn the principles of income maintenance and public social services.
- Learn the Department, public, and community resources available to clients.
- Learn the sources of information available to verify and obtain financial and social information.
- Learn in-depth and analytical interviewing and fact finding techniques.
- Read, understand, interpret and apply complicated and detailed correspondence and reports, regulations, and policy directives.
- Identify problems requiring referral to other Department staff.
- Make a variety of mathematical computations accurately and rapidly.
- Prepare, clear, concise and accurate records and reports.
- Work with timelines and interruptions.
- Understand and accept the differences in human behavior resulting from diverse socio-economics and cultural backgrounds and/or various forms of deprivation.
- Maintain confidentiality of the case records.
- Tactfully and effectively represent the Department in public contacts.
- Establish and maintain cooperative working relationships.

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 01/16/2013

From: James Foley, Director of HHS
 (Department Head - please type)

Phone Ext. 412

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>01/22/2013</u>	

Department Head Signature *James Foley*

Agenda Title: Behavioral Health Care Clinician I

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the position of Behavioral Health Care Clinician I. This recruitment is required due to previous employee not completing their probationary period.

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name Admin. Committee 01/16/13

Committee Recommendation:
Position is approved.

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____
 Auditor _____ GSA Director _____
 CAO _____ Risk Management _____

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

Copy of approved ATF to Angie Grau in Behavioral Health, HR and Auditor.

FOR CLERK USE ONLY

Meeting Date _____ Time _____ Item # 7B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
 Completed by _____
 of _____

A new ATF is required from _____
 Department _____
 For meeting _____
 of _____

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

ATTEST: _____
 Clerk or Deputy Board Clerk

BEHAVIORAL HEALTH CARE CLINICIAN I/II

DEFINITION

Under direction performs a range of therapeutic assignments related to behavioral health services, including intake and assessment, the design and implementation of personalized treatment plans, and psychotherapy for adults, children and/or senior citizens, as applicable by professional licensing law, in order to meet the needs of consumers and/or families with mental or substance abuse/addiction disorders; and are assigned other work, as required.

DISTINGUISHING CHARACTERISTICS

This is the journey and licensed level of the Clinician series. Positions in this class include the licensed Marriage and Family Therapist (MFT) and the Licensed Clinical Social Worker (LCSW). Incumbents are experienced, licensed marriage and family therapists, licensed clinical social workers, or licensed psychologists. The Clinical Therapist II class has responsibility for performing, within the scope of licensure, the full array of psychotherapy and counseling for individual consumers, families, and groups that may exhibit a variety of mental health and related disorders in a clinic setting. Incumbents will be required to work on the crisis intervention service when necessary to insure coverage. Assignments range from average difficulty to very complex and may include overseeing the work of students and interns.

REPORTS TO

Behavioral Health Program Manager (Clinical Services)

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF ESSENTIAL DUTIES

- Works as a member of an Integrated Recovery Team with an age-based client population
- Performs interviews of consumers, relatives, and other involved persons to gather personal and social data relevant to assessing mental or emotional disorders
- Develops service plans with consumers
- Evaluates and documents psychological, economic, vocational, educational, physical, health, socialization, and housing needs
- Coordinates with other staff members (psychiatrists, clinical supervisors, program

BEHAVIORAL HEALTH CARE CLINICIAN I/II - 2

managers, Utilization Review personnel, and other program staff) and community agencies in carrying out and designing treatment and/or rehabilitation plans

- Assists the consumers and other concerned individuals in understanding the nature of major psychological illnesses and their psychosocial effects
- Assists the consumers and their families in understanding and choosing options of mental health treatment
- Initiates and conducts brief therapy with individuals, groups, and families
- Work with treatment team in developing and implementing interventions including case management
- Establishes and maintains effective contacts with local area mental health resources including community members, parents, schools, residential facilities and other agencies/organizations; may perform specialized tasks including crisis assessment and intervention during normal business hours or after hours, and/or involuntary hospitalization procedures (W&I 5150)
- Participates in mental health conferences and local area committees
- Prepares reports and writes correspondence
- May provide guidance to volunteers and staff
- Acts as a casework consultant to other clinical team members and other departmental staff
- Within the scope of licensure, may provide clinical supervision to students and interns
- Coordinate clinical decisions in response to operational demands
- Conduct clinical discussions regarding complex and/or difficult cases
- Respond to emergencies, within licensure, which may occur
- Coordinate the flow of information and clinical data to ensure continuity in treatment and/or shift
- Serve as liaison with other community services, and collateral agencies

DESIRABLE QUALIFICATIONS

Knowledge of:

- Psychological aspects of physical and emotional disturbances and mental deficiencies
- Characteristics of emotional and mental disorders including their effect on the individual in the community
- Criteria for making diagnostic decisions
- Crisis intervention counseling
- Mental health local community resources and community support systems
- Principles of clinical interviewing and methods of recording consumer information
- Individual licensing law and the scope of professional practice governed by the same

BEHAVIORAL HEALTH CARE CLINICIAN I/II - 3

- Laws, rules, and regulations of publicly operated health and welfare programs
- Principles and techniques for making psychosocial assessments

Ability to:

- Work effectively and cooperatively as a member of a Integrated Recovery Team
- Effectively apply the principles and techniques of clinical therapy, including a variety of treatment modalities
- Analyze consumer behavior and apply treatment or counseling techniques in a coordinated care social rehabilitation environment
- Speak and write effectively
- Provide crisis intervention
- Prepare clear and concise reports and interpret data
- Work effectively with a multicultural consumer and family population with diverse backgrounds and needs
- Establish and maintain effective working relationships with consumers, their families, other staff members, and mental health organizations/ agencies and the behavioral health administrative team
- Provide work direction and training to staff
- Establish and maintain effective working relationships with other professionals and to work as part of a multidisciplinary team
- Communicate the goals and objectives of the County's mental and behavioral health services to members of the community and other interested individuals

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment or out in the community; continuous contact with staff and the public.

MINIMUM QUALIFICATIONS

Training and licensing:

- I&II - Possession of a Master's Degree in Social Work, Psychology, Counseling or appropriate related field, received from an accredited institution.

BEHAVIORAL HEALTH CARE CLINICIAN I/II - 4

- I - Registration by the by the California State Board of Behavioral Science Examiners (BBSE) as either a Marriage Family Intern (MFTI), or an Associate Clinical Social Worker (ACSW).

Must stay actively in pursuit of Licensure until completed.

- II - Licensure by the California State Board of Behavioral Science Examiners (BBSE) as either a Marriage Family Therapist (MFT) or Licensed Clinical Social Worker (LCSW); or the Board of Clinical Psychologists.

Note: Loss of State BBSE licensure shall result in termination or reassignment, if such a vacancy exists and the incumbent meets the minimum requirements for the vacant position.

Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.

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(Department Head - please type)

Phone Ext. 412

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
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<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>01/22/2013</u>	

Department Head Signature 

Agenda Title: Extra Help Crisis Worker

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the recruitment of Extra Help Crisis Worker. The recruitment is required due to the previous employee vacated this position.

Recommendation/Requested Action:

Approval of recruitment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Budgeted

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A

Committee Review? N/A

Resolution Attached: Yes No N/A

Name Not required per Chuck Iley

Ordinance Attached: Yes No N/A

Committee Recommendation:

Comments:

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

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

Copy of approved ATF to Angie Grau in Behavioral Health, HR and Auditor.

FOR CLERK USE ONLY

Meeting Date _____ Time _____ Item # 70

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

Save

CRISIS SERVICES COUNSELOR

DEFINITION

Under direction of the Crisis Services Coordinator, provides crisis intervention services for the 24-Hour Crisis Services Program; evaluates individuals in the Amador County Jail, Sutter Amador Hospital emergency room, or the offices of the county Behavioral Health Department; initiates involuntary psychiatric holds under the provisions of W&I Code 5150.

DISTINGUISHING CHARACTERISTICS

This classification differs from a Behavioral Health Care Clinician in that the incumbent only performs crisis focused evaluations and interventions under the direction of a licensed mental health professional. This classification differs from a Crisis Services Coordinator in that the incumbent has no responsibility for coordinating program activities.

REPORTS TO

Administrative: Behavioral Health Care Program Manager, Clinical Services. Program Assignments & Responsibilities: Crisis Services Coordinator

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Performs triage to assign crisis intervention priorities; provides crisis intervention counseling and interventions, including attempting to prevent an involuntary hold.
- Interviews the client's immediate family members, e.g., spouse or domestic partner, parents, other caretakers for precipitating background information and their ability to provide supportive observation and/or care following the crisis event.
- Enlists the cooperation and support of other first responders, the emergency room staff, law enforcement personnel, etc., to understand the context of the crisis and in providing ongoing support to the client and family.
- Evaluates the clients level of suicide potential, psychiatric dysfunction, and/or ability to provide essential self care in developing a care plan.
- Develops and implements short term care plan to insure the immediate safety of the client and most appropriate level of care.
- Consults with Crisis Services Coordinator and other medical and psychiatric personnel on complex cases prior to finalizing a care plan.
- Integrates the services of the Behavioral Health Department and other community providers and agencies into the client's individualized care plan.

CRISIS SERVICES COUNSELOR - 2

- When necessary, initiates an involuntary hold, notifying and collaborating with other county crisis services when clients are residents of another county, arranging appropriate treatment/placement, and transportation to the holding facility.
- Insures the safety of the spouse or domestic partner, children, involved family, and other effected individuals in the crisis situation, including the legally required notifications of potential harm to them.
- Arranges and documents referrals to appropriate providers and agencies for the immediate and short term treatment plan.
- Thoroughly completes documentation of the crisis intervention activities as soon as possible after the conclusion of each event and submits the documentation on a daily basis to the Crisis Services Coordinator.
- Attends mandatory monthly crisis services staff meeting.
- Eligible to participates in behavioral health education programs, conferences and community programs as available.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Performs work in an office environment, hospital emergency room, jail and in continuous contact with clients, family members, facility staff; telephone contact with placement/treatment facilities, first responders, other county personnel, law enforcement personnel, etc.

ESSENTIAL QUALIFICATIONS

KNOWLEDGE OF:

- Crisis intervention principles and techniques, and county and facility procedures on risk management, client care management, ethical and legal rights for detainment and notification.
- Psychosocial features of mental illness and addiction.
- Protocols and/or guidelines for suicide assessment and psychosocial dysfunction.

CRISIS SERVICES COUNSELOR - 3

ABILITY TO:

- Provide skilled crisis intervention; document clinical notes and administrative records.
- Advise first responders, law enforcement personnel, spouse or domestic partner, family members, other medical and psychiatric personnel on care plan and provision of supportive care.
- Analyze case information and reach sound intervention decisions.
- Perform skilled counseling.
- Maintain composure and awareness during crisis interventions.
- Prepare clear, relevant, and accurate reports.
- Effectively represent the Behavioral Health Department in contacts with clients, other medical and psychiatric personnel, community agency representatives, law enforcement personnel, and the public.

MINIMUM QUALIFICATIONS:

EDUCATION & TRAINING:

Possession of a Bachelors or Master's Degree in social work, psychology, marriage and family therapy, counseling, nursing, or related human services field from an accredited college or university

EXPERIENCE:

Employment experience in providing crisis intervention services in a human services agency preferred

LICENSE:

Possession of an appropriate California Driver's License issued by the State of California, Department of Motor Vehicles