

AGENDA TRANSMITTAL FORM

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

Meeting Date Requested:
07/23/13

To: **Board of Supervisors**

Date: July 3, 2013

Agmt

From: Mark J. Bonini, Chief Probation Officer
(Department Head - please type)

Phone Ext. 229

Department Head Signature *MB*

Agenda Title: Request approval of First Amended Agreement with ATCAA to Provide the 180 You-Turn Program

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of this First Amendment to Services Agreement allows continuation of this program for FY 2013-14. This evidence-based delinquency prevention and intervention program targets male youth 9-18 years of age. It is funded with Youthful Offender Block Grant Funds.

Recommendation/Requested Action:
Approval and Chairman's signature on page 2 of the First Amendment to Services Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

In approved FY 13-14 budget and paid for with YOBG funds

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 Contracts and Agreements Committee

Comments: First Amendment attached - signed by County

Committee Recommendation:
Approved (See attached Route Slip with approval initials)

Counsel approved as to form.

Request Reviewed by:

Chairman *TOW*

Counsel *Jkm*

Auditor *EDK*

GSA Director *Hop*

CAO *ad*

Risk Management *gms*

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

BOS Clerk retain one original and remaining originals (2) to Probation (electronic copy to Risk Management)

FOR CLERK USE ONLY

Meeting Date July 23, 2013 Time 9 a.m. Item # 4A

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____
Clerk or Deputy Board Clerk

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY ("A-TCAA"), a joint powers agency (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of May 14, 2013, whereby Contractor agreed to provide a 180° /You-Turn Program to juveniles upon the terms and conditions set forth in the Original Agreement.

B. County and Contractor desire to modify the Original Agreement as set forth in this First Amendment. The Original Agreement, as amended by this First Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The term of this Agreement shall be extended to include the period from July 1, 2013 through June 30, 2014.
2. For the extended term of the Agreement, as set forth in Paragraph 1, above, Attachment A to the Original Agreement is hereby deleted, and the document attached as Attachment A to this First Amendment is substituted in its place.
3. For the extended term of this Agreement, as set forth in Paragraph 1, above, Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place.

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4. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

COUNTY OF AMADOR

AMADOR-TUOLUMNE COMMUNITY
ACTION AGENCY (A-TCAA)

BY: _____
Richard M. Forster
Chairman, Board of Supervisors

By Shelly Hance
Shelly Hance, Executive Director

Federal I.D. No.94-2765408

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: G. GilloTT

BY: _____
Deputy

Scope of Work
Amador Tuolumne Community Action Agency
180° /You-Turn
July 1, 2013 - June 30, 2014

Program Description

The ATCAA Amador Youth Programs Department works closely with the Amador County Unified School District, Amador Juvenile Court, Child Protective Services, and Amador County Probation Department to provide quality services for high-risk young people living in our region. Through our current array of services, ATCAA has identified youth who are in need of additional help and support as they work towards becoming successful adults. Due to this compelling and significant need, ATCAA proposes to work in conjunction with the Amador County Probation Department on 180° /You-Turn, a program that offers an evidence-based group facilitation program called *The Council for Boys and Young Men* as well as comprehensive mentoring for male youth ages 9 through 18 living in Amador County.

The Council is designed for male youth 9 – 18 years of age regardless of risk factor. *The Council* focuses on being responsive to adolescent male development from a holistic perspective which takes into consideration the effects of trauma and violence, and on a boy's culture and environment by establishing a safe group experience that fosters social-emotional development and empathy (being a primary and essential social skill) while holding youth accountable and responsible for their behavior and choices. The program's client-centered and male responsive approach is highly structured and challenges young men's thinking and behavior. Additionally, it stimulates emotion management in a supportive way that establishes healthy and caring relationships with peers and adults and re-connects them to society in a pro-social capacity with the primary goal of being a successful community member. It is also complimentary to other models of intervention that solely target gang prevention, substance abuse, school truancy, and other high risk behaviors.

The Council for Boys and Young Men is designed in the evidence-based principles of Motivational Interviewing and Strengths-Based approaches that target resiliency and protective factors, in addition to stimulating critical thinking and moral reasoning through experiential activities and guided discussions. The Strengths-Based approach - now being adopted by several states' education departments as a developmentally-appropriate approach - is recognized for its effectiveness in engaging school-aged youth. Motivational Interviewing, a core approach of the behavioral health sciences, is recognized by the corrections field as an evidence-based practice. Cultural responsiveness and trauma-responsive practices further enhance the potency and relevance of these Strengths-Based and Motivational Interviewing applications in the group context.

As a low-cost delinquency prevention and intervention option that capitalizes on the resources of local communities and caring individuals, mentoring has emerged as a promising delinquency reduction strategy for at-risk or high-risk youth. Youth today are faced with a host of risk factors that increase their chances of problem behaviors. Research indicates that effective prevention programs must both reduce risk factors that increase the risk of problem behavior and enhance protective factors that buffer children from risk.

This "risk-focused prevention" strategy identifies risk factors and introduces protective factors at the earliest possible time to reduce and counter risks. Thus, the goal of mentoring programs is to support the development of healthy individuals by addressing the need for positive adult contact and, thereby, reducing risk factors (e.g., early and persistent antisocial behavior, alienation, family management problems, and lack of commitment to school) and enhancing protective factors (e.g., healthy beliefs, opportunities for involvement, and social and material reinforcement for appropriate behavior). The strength of the mentoring concept comes from the fact that it can impact so many different risk factors and can support many different protective factors at the same time. In fact, the mere presence of a mentor "can provide a youth with personal connectedness, supervision and guidance, skills training, career or cultural enrichment opportunities, a knowledge of spirituality and values, a sense of self-worth, and perhaps most important, goals and hope for the future".

Resilience research provides clues to the possible reasons for the success of mentoring programs. Resilience is defined as the capacity of those who are exposed to identifiable risk factors to overcome those risks and avoid long term negative outcomes such as delinquency or school problems. The two factors that are frequently cited as predictors of resilience are: 1) the presence of someone to relate to; and 2) the ability to generate that relationship. Similarly, these two factors are the foundations of the mentoring concept. As a result, resilience research demonstrates that at risk youth who are involved with at least one caring adult are more likely to withstand the range of negative influences, including poverty, parental addiction, family mental illness, and family discord than are peers who are not involved in a similar relationship.

By combining *The Council for Boys and Young Men* group facilitation opportunities with comprehensive mentoring, the ATCAA 180° /You-Turn program aims to provide a safe and nurturing environment where high-risk young men will gain skills and knowledge to navigate growing up male in today's society through the introduction of topics and experiential activities that address a myriad of relevant challenges. Through participation in group, boys will explore relationships, conflict resolution, education, leadership, community service, diversity, mass media messages, personal values, integrity and future goals. Through participation in mentoring, these youth will receive the ongoing support of a positive relationship to help build resilience and protective factors needed to withstand potentially negative influences. The goals of the 180° /You-Turn program are that participating youth will demonstrate an increase in school engagement including attitude, behavior and attendance and a decrease in avoidance of drug, alcohol and tobacco use as evidenced by pre and post assessments and individual participant logs.

Program Objectives

1. Group participation will be determined by meeting with Amador County School District personnel and the Amador County Probation Department to select group membership. During July and August, participants will be contacted by ATCAA staff.

2. 4 groups of 6 young men, identified by the Amador County Probation Department and the Amador Unified School District, will participate in 180° /You-Turn from September 1, 2013 through June 15, 2014.
3. Groups will meet weekly, with the exception of holidays, beginning in September, 2013 through June, 2014.
4. *The Council for Boys and Young Men* group facilitation will be delivered by the trained Council Moderator.
5. Each month that the group meets, they will take a “field trip” to visit career, educational, community volunteer, or vocational settings as determined by the needs of the individuals in each group.
6. The Council Moderator will act as a mentor to each of the young men participating in the groups. Additionally, as needed, group members may be matched with other adult mentoring volunteers. All volunteer mentors will pass a background check and fingerprint clearance.

ATTACHMENT B – FEE SCHEDULE

**Amador Tuolumne Community Action Agency
180^o - You Turn
July 1, 2013 – June 30, 2014**

The total paid to ATCAA pursuant to this Contract shall not exceed \$31,550.

Personnel Costs	\$23,255
Office/Program Supplies/ Duplication Costs	\$ 2,500
Space Costs	\$ 1,200
Travel Costs	\$ 1,545
Agency Indirect @ 10.7%	\$ 3,050
Total Budget	\$31,550

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: July 3, 2013

Agmt

From: Mark J. Bonini, Chief Probation Officer
(Department Head - please type)

Phone Ext. 229

Department Head Signature *MB*

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

Meeting Date Requested:
07/23/13

Agenda Title: Approval of First Amended Agreement with ATCAA to Provide Aggression Replacement Training Program (ART)

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

Approval of this First Amendment to Services Agreement allows continuation of this program for FY 2013-14. This intervention program targets chronically aggressive youth. It is funded with Youthful Offender Block Grant Funds.

Recommendation/Requested Action:

Approval and Chairman's signature on page 2 of the First Amendment to Services Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

In approved FY 13-14 budget and paid for with YOBG funds

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 Contracts and Agreements Committee

Comments: First Amendment attached - signed by County

Committee Recommendation:
Approved (See attached Route Slip with approval initials)

Counsel approved as to form.

Request Reviewed by:

Chairman: *Tan*

Counsel: *JEM*

Auditor: *EJL*

GSA Director: *HP*

CAO: *CB*

Risk Management: *SM*

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

BOS Clerk retain one original and remaining originals (2) to Probation (electronic copy to Risk Management)

FOR CLERK USE ONLY

Meeting Date July 23, 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

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY ("A-TCAA"), a joint powers agency (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of May 14, 2013, whereby Contractor agreed to provide an Aggression Replacement Training (ART) Program to juveniles upon the terms and conditions set forth in the Original Agreement.

B. County and Contractor desire to modify the Original Agreement as set forth in this First Amendment. The Original Agreement, as amended by this First Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

- 1. The term of this Agreement shall be extended to include the period from July 1, 2013 through June 30, 2014.
- 2. For the extended term of the Agreement, as set forth in Paragraph 1, above, Attachment A to the Original Agreement is hereby deleted, and the document attached as Attachment A to this First Amendment is substituted in its place.
- 3. For the extended term of this Agreement, as set forth in Paragraph 1, above, Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place.

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4. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

COUNTY OF AMADOR

AMADOR-TUOLUMNE COMMUNITY
ACTION AGENCY (A-TCAA)

BY: _____
Richard M. Forster
Chairman, Board of Supervisors

By  _____
Shelly Hance, Executive Director

Federal I.D. No.94-2765408

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____
Deputy

ATTACHMENT A – SCOPE OF WORK

Amador Tuolumne Community Action Agency Aggression Replacement Training (ART) Program July 1, 2013 – June 30, 2014

Program Description

Aggression Replacement Training (ART) is a multi-modal intervention designed to alter the behavior of chronically aggressive youth. It consists of three components: skill streaming which is designed to teach a broad curriculum of pro-social behavior, anger control which is a method for empowering youth to modify their own anger responsiveness, and moral reasoning training which is to help motivate youth to employ the skills learned via the other components. With considerable reliability, ART appears to promote skill acquisition and performance, improve anger control, decrease the frequency of acting out behaviors, and increase the frequency of pro-social, constructive behaviors. In general, the program's strength and effectiveness appear to be sufficiently adequate that its continued implementation with chronically aggressive youth is clearly warranted.

ATCAA will provide Aggression Replacement Training (ART) to juveniles on probation and at risk of being on probation.

The projected goals are to provide 3 ART classes with 6 – 8 participants in each cohort and 1 ART class with 3 – 4 participants in the cohort throughout the school year.

Staff will facilitate ART groups weekly per ART protocol guidelines. Staff will keep class sign-in logs to track attendance for this target population. ART groups will be held at Community School and Independence High School in conjunction with ATCAA's Project Success program and at the ATCAA Counseling Center.

ATCAA will report on participant progress, activities, and outcomes at the end of each school semester.

ATCAA will deliver invoices upon the conclusion of each school semester to the Amador County Probation Department.

ATTACHMENT B – FEE SCHEDULE

**Amador Tuolumne Community Action Agency
Aggression Replacement Training (ART) Program
July 1, 2013 – June 30, 2014**

Amador County will pay ATCAA \$4,936 for each 6 - 8 participant cohort and \$2,641 for each 3 - 4 participant cohort upon completion. The total costs set forth above include all therapy staff time, required ART assessments, staff mileage to and from school sites, general operating costs including program supplies and insurance, and agency indirect costs @ 10.7%.

The total paid to ATCAA pursuant to this Contract shall not exceed \$17,450.

Budget

Personnel Costs	\$13,050
Required ART Assessments	\$600
Staff Mileage to/from school sites	\$1,200
General Operating costs including program supplies and insurance	\$913
Agency Indirect @ 10.7%	\$1,687
Total Budget	\$17,450

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 07/10/2013

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

Phone Ext. 412

Department Head Signature *[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:	
<u>07/23/2013</u>	

Agenda Title: Agreement between Sierra Child & Family Services for Fiscal Year 2013-2014 and Amador County Behavioral Health

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 this Agreement for FY 13-14.

This contractor provides out-patient community based programs to emotionally disturbed girls and boys of Amador County.

This Agreement changes the term and increases the " Not to Exceed amount from \$165,000 to \$ 200,000". This is due to additional Amador County children being placed in this residential care facility for mentally and emotionally disturbed children.

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 *[Signature]*

Counsel *[Signature]*

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management *[Signature]*

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

Please return two original amendments to Angie Grau in Behavioral Health. Risk

FOR CLERK USE ONLY

Meeting Date July 23, 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") SIERRA CHILD AND FAMILY SERVICES, 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 out-patient community based programs including Therapeutic Behavioral Services (TBS) and wrap-around services to emotionally disturbed girls and boys 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 out-patient community based programs including Therapeutic Behavioral Services (TBS) and wrap-around services to emotionally disturbed girls and boys of Amador County 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 begin on July 1, 2013 and continue in effect through June 30, 2014. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

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

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

6. SUPERVISION OF THE WORK.

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

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

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

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

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**.

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

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

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

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

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

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

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

To Contractor: Sierra Child and Family Services
6692-B Merchandise Way
Diamond Springs, CA 95619

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

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

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

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

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

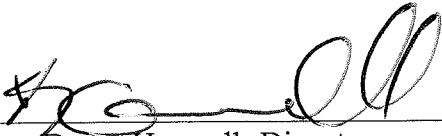
Signatures on following page

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

COUNTY OF AMADOR

CONTRACTOR:
Sierra Child and Family Services, a
California 501(c)(3) corporation

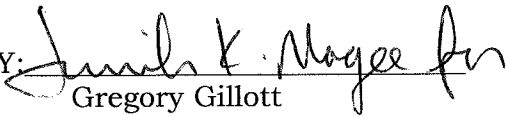
BY: _____
Richard M. Forster, Chairman
Board of Supervisors

BY:  _____
Barry Harwell, Director

Federal I.D. No.: 68-0166134

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: _____
Deputy

ATTACHMENT A – SCOPE OF WORK

Contractor agrees to furnish the personnel and equipment necessary to provide therapeutic treatment for clients on an "as requested" basis for the Health Services Department, Mental Health Division (MHD). All services provided by Contractor shall have prior written authorization by the County Health Services Director or the Director's designee.

Contractor shall provide the following services to clients referred by County:

1. Specialty Mental Health Services as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Section 1810.247.

Contractor shall provide quality care in a manner consistent with efficient, cost effective delivery of covered services.

Contractor shall provide covered services to a client in the same manner in which it provides said services to all other individuals receiving services from Contractor subject to any limitations contained in clients' treatment plans.

While County clients may be placed by the County in Contractor's facility, Contractor recognizes that County is under no obligation to place any client in Contractor's facility.

Contractor agrees to provide documentation or reports to County when requested to assure Contractor's compliance with contract terms.

Meetings. Contractor will participate in periodic meetings with the County MHD for the purpose of reviewing the implementation of the program under this contract and will at all times cooperate in making data and information on the implementation of this contract accessible to MHD.

Interpretation Services. To the extent that it may be needed, free interpretation services will be available via the interpretation agreement maintained by County for each client as may be needed, as a backup service. It is expected that Contractor will at all times have the internal capacity to provide the services called for in this agreement with personnel that have the requisite cultural/linguistic competence required to achieve the purposes of this agreement.

Reports and Data. Contractor shall collect and provide program implementation, financial, and related data and information on the activities conducted hereunder as may be requested by County. It is understood and agreed that County's access to, and Contractor's timely submission of program implementation, financial, and related data is an essential element of this agreement.

ATTACHMENT B – FEE SCHEDULE

(This Agreement shall not exceed \$200,000)

Payment: COUNTY agrees to pay to CONTRACTOR, in arrears, the all-inclusive rate of (\$2.00) per minute for all dates of service including the date of discharge. CONTRACTOR shall submit bi-weekly to COUNTY, an invoice and supporting documentation identifying: beneficiary, service provider, type of service and requisite service code, date of service, time of day and length of time of services.

COUNTY shall pay CONTRACTOR at the established provisional rate within fourteen (14) days after the County Auditor's receipt of invoice for all services rendered.

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for Sierra Child and Family Services, a California 501(c)(3) corporation (the "Contractor"), certifies as follows:

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

Federal I.D. No. or Social Security No: 68-0166134

Printed Name: Barry Harwell Date 6/25/13

Title: Executive Director

Signature: 

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2013, made and entered into by and between the County of Amador and Sierra Child and Family Services, a California 501(c)(3) corporation (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby Sierra Child and Family Services, a California 501(c)(3) corporation (“Business Associate”) will provide certain services to Amador County Behavioral Health Department (the “Covered Entity”) that may involve the access and use of certain information pertaining to individuals, which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations adopted pursuant to the Act.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Except as otherwise provided in this BAA, the Business Associate may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations if done by the Covered Entity. The Business Associate may use and disclose the minimum necessary PHI for

its proper management, administrative, and legal responsibilities as follows:

A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

(1) The disclosure is required by law; or

(2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and

(3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI received from or on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement.

5. Unauthorized Use or Disclosure of PHI. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware. In such report, the Business Associate shall:

A. Identify the nature of the unauthorized use or disclosure;

B. Identify the PHI used or disclosed;

C. Identify who made the unauthorized use or received the unauthorized disclosure;

D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;

E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and

F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information.

7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.

8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.

9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, to the Secretary of the United States Department of Health and Human Services (“DHHS”) for purposes of investigating or auditing the Covered Entity’s compliance with the privacy requirements, in the time and manner designated by the Covered Entity or the Secretary.

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

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the

Business Associate still maintains in any form and retain no copies of such information, if feasible.

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

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

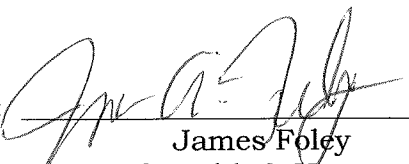
13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity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

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

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

Amador County Behavioral Health
Department ("Covered Entity")

Sierra Child and Family Services, a
California 501(c)(3) corporation (Business
Associate")

By: 
James Foley
Director of Health & Human Services

By: 
Barry Harwell
Executive Director

Date: 7-15-13

Date: 6/25/13

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 07/10/2013

Agmt

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

Meeting Date Requested:

07/23/2013

From: James Foley, Director of HHS

Phone Ext. 412

(Department Head - please type)

Department Head Signature *[Signature]*

Agenda Title: 4th Amendment between Sigma Child & Family Services for Fiscal Year 2012-2013 and Behavioral Health

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 this 4th Amendment to increase the " Not to Exceed amount from \$125,000 to \$ 165,000". This is due to additional Amador County children being placed in this residential care facility for mentally and emotionally disturbed children.

Recommendation/Requested Action:

Approval of 4th Amendment

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 *[Signature]*

Counsel *[Signature]*

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management *[Signature]*

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

Please return two original amendments to Angie Grau in Behavioral Health. Risk

FOR CLERK USE ONLY

Meeting Date July 23, 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 _____

A new ATF is required from _____

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

Completed by _____

Department _____

ATTEST: _____

For meeting _____

Clerk or Deputy Board Clerk

of _____

Save

FOURTH AMENDMENT TO SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO SERVICES AGREEMENT (this "Fourth Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and SIERRA CHILD AND FAMILY SERVICES, INC., a California corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of March 2, 2010 whereby Contractor agreed to provide Therapeutic Behavioral Services (TBS) and wrap-around (like) services for emotionally disturbed girls and boys upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Services Agreement dated as of July 26, 2011 and that certain Second Amendment to Services Agreement dated as of August 14, 2012 and that certain Third Amendment to Services Agreement dated as of February 26, 2013. The Original Agreement, as so amended, is referred to as the "Agreement."

B. County and Contractor desire to further modify the Agreement as set forth in this Fourth Amendment.

NOW, THEREFOR, the parties agree as follows:

1. The parenthetical phrase appearing under the caption "Attachment B" on said Attachment shall be modified to read as follows:
"(Compensation to Contractor under this Agreement for FY 2012/2013 Shall not exceed \$165,000)"
2. Except as set forth in this Fourth Amendment, the Agreement shall remain unmodified and in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first set forth above.

COUNTY OF AMADOR


CONTRACTOR:
SIERRA CHILD AND FAMILY SERVICES,
INC.

BY: _____
Richard M Forster
Chairman, Board of Supervisors

BY:  _____
Barry Harwell, Director

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____
Gregory Gillott

BY: _____
Deputy

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
July 23, 2013	

To: Board of Supervisors

Date: July 8, 2013

Agmt

From: Susan Grijalva
(Department Head - please type)

Phone Ext. 380

Department Head Signature Susan Grijalva

Agenda Title: Planning Department - Grant Agreement with Sierra Business Council for 2013 Energy Action Plan

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The Planning Department was recently awarded a grant from the Sierra Business Council to cover 75% of the cost of preparing an Energy Action Plan. The Plan will capitalize on the information gathered during the Greenhouse Gas Emissions Inventory, and will be used to identify opportunities for reducing energy consumption in County facilities. The energy action document will be used in the General Plan's Implementation Programs within the Conservation Element.

Recommendation/Requested Action:
Authorize the Board Chairman to execute the Sierra Nevada Partnership Program Participation Agreement (attached).

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 [Signature] Counsel [Signature]
 Auditor [Signature] GSA Director [Signature]
 CAO [Signature] Risk Management [Signature]

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

FOR CLERK USE ONLY

Meeting Date: July 23, 2013 Time: 9 a.m. Item #: 4E

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

Distributed on - _____
 Completed by _____
 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



Sierra Nevada Partnership Program Participation Agreement 2013 Energy Action Plan Program

Participating Local Government: Amador County

This Participation Agreement between the Participating Local Government identified above and the Sierra Business Council is intended to create a common understanding of the 2013 Energy Action Plan Program (Program), including goals, schedule, and level of staff involvement, prior to Program initiation.

Program Description

Through support from Pacific Gas and Electric Company (PG&E), Sierra Business Council will be working directly with the Participating Local Government to develop an energy action plan (Plan). The Program is funded through PG&E's Government and Community Partnership Program, which is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.

The Plan will be developed by Sierra Business Council staff. The Program will be initiated in the third quarter of 2013 and end in the fourth quarter of 2014. The Plan will include mitigation measures for the jurisdiction to reduce energy usage and the associated greenhouse gas. The Plan will be prepared through a series of working group meetings and public participation. The final work product will be an energy action plan that can be incorporated into a climate action plan or future planning activities.

Agreement

By signing this Participation Agreement, the Participating Local Government affirms that it would like to be enrolled as a participant in the Program and as such, agrees to:

- Authorize Sierra Business Council to receive any data necessary to complete the Plan, including utility bills and prior GHG inventory backup data. As part of this process, the Participating Local Government may be asked for signatures.
- Assign a staff lead for the Program and related coordination with Sierra Business Council. The staff lead will be responsible for any data collection assistance, planning coordination, and for deliverable review and comment.
- Attend working group meetings, and assist in public involvement and comment.
- Assist the Sierra Business Council in presenting the Plan to elected officials or relevant staff at the close of the Program.
- Selection of one of the following:
 - Full public engagement process of multiple public meetings
 - Limited public engagement process, using technical working groups to represent community interests

In return, Sierra Business Council agrees to provide the following:

- Prepare the Plan consistent with the description herein
- Present the final Plan to the jurisdiction at a public or staff level

<Signature Page Follows>



By signing below, the jurisdiction agrees to participate in this initiative through the life of the project from the date signed until December 2014.

IN WITNESS WHEREOF, this Agreement is executed by

Signature: _____

Print Name & Title: Richard M. Forster, Chairman, Board of Supervisors

Date: _____

Sierra Business Council

Signature: _____

Print Name & Title: _____

Date: _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: July 16, 2013

Agmt

From: J.C. Wegner

Phone Ext. 515

(Department Head, please type)

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

Meeting Date Requested:

July 23, 2013

Department Head Signature _____

Agenda Title: Annual Federal Equitable Sharing Agreement and Certification Report

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

The Amador County Sheriff's Office is requesting approval of the Federal Equitable Sharing Agreement and Certification for Fiscal Year 12/13. This form documents income and expenditures as they relate to federal asset forfeiture and is required for continued participation in the program.

Recommendation/Requested Action:

Approve report and agreement, authorize Chairman Forster's signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments: Agreement and Report attached

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman [Signature]

Counsel [Signature]

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

FOR CLERK USE ONLY

Meeting Date

July 23, 2013

Time

9 a.m.

Item #

4F

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

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

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear	\$1,842.36	
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$1,842.36	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____		

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant


Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Signature: 
 Name: Martin A. Ryan
 Title: Sheriff-Coroner
 Date: July 16, 2013
 E-mail: martinryan@amadorgov.org

Governing Body Head

Signature: _____
 Name: Richard Forster
 Title: Chairman, Amador Co BOS
 Date: _____
 E-mail: rforster@amadorgov.org

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to aca.submit@usdoj.gov
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY			
Entered by _____			
Entered on _____			
<input type="radio"/> FY End: 06/30/2013	Date Printed: July 16, 2013 10:28		
<input checked="" type="radio"/> NCIC: CA0030000	Agency: Amador County Sheriff's Office	Phone: 209-223-6500	
<input type="radio"/> State: CA	Finance Contact: James Wegnet	E-mail: jwegner@amadorgov.org	

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 7/17/2013

From: James Rooney

(Department Head - please type)

Phone Ext. 454

Department Head Signature *James Rooney*

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

Meeting Date Requested:

7/23/12

Agenda Title: Agreement Between County of Amador & Kronick Moskowitz Tiedemann & Girad

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Agreement for Service of Special Counsel, for Leask/Howard/Unmin Properties

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

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman *Lee*

Counsel *km*

Auditor *EJL*

GSA Director *HP*

CAO *OB*

Risk Management *gms*

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

Assessor; Auditor: *CRisk*

FOR CLERK USE ONLY

Meeting Date

July 23, 2013

Time

9 a.m.

Item #

46

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on

A new ATF is required from

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

**AGREEMENT
FOR
SERVICES OF SPECIAL COUNSEL**

(Property Tax Assessment Appeals and Litigation)

THIS AGREEMENT FOR SERVICES OF SPECIAL COUNSEL (the "Agreement" herein) is made and entered into effective as of this 1st day of July, 2013, by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County" herein), and KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD, A PROFESSIONAL CORPORATION ("Attorney" herein).

Recitals

WHEREAS, the Amador County Assessor ("Assessor" herein) requires advice and representation by special private counsel in connection with proceedings before the Amador County Board of Equalization (the "Board" herein) in relation to various applications for changed assessment now pending before the Board, which have been previously litigated before the Board, and which may be filed with the Board in the future (the "Appeals" herein), appeal(s) from determinations of the Board therein, resulting or related litigation and various other property tax matters;

WHEREAS, the Amador County Board of Supervisors, under the provisions of Section 31000 of the Government Code, is empowered to contract for such special legal services;

WHEREAS, the Amador County Board of Supervisors has determined that the Assessor should be advised and represented by special private counsel in proceedings before the Board, appeals therefrom, in resulting or related litigation, and in various other property tax matters because of actual, potential or apparent conflicts of interest, the complex and technical nature of such matters, and the skill, experience and competence of Attorney in relation to such matters; and,

WHEREAS, Attorney is specially trained, skilled, experienced, and competent to perform the special legal services required by the Assessor, and the Assessor desires to retain the services of Attorney pursuant to the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms contained herein, it is agreed as follows:

1. Term

The term of this Agreement shall be from July 1, 2013 through and including June 30, 2014, unless terminated earlier by the parties pursuant to the provisions of paragraph 11 herein.

2. Employment of Attorney

2.1 The County does hereby engage, retain and contract with Attorney to provide legal services as special counsel to the Assessor and/or the County, as the case may require, to advise and represent the Assessor in the Appeals before the Board or the State Board of Equalization and any resulting or related litigation; to advise and represent the Assessor and/or the County in any appeal therefrom or any action, proceeding, hearing or litigation related thereto; and, to advise and represent the

Assessor and/or the County in such other matters as the Assessor and/or the County may deem necessary or advisable.

2.2 Attorney accepts such employment and agrees to perform and provide the legal services required by this Agreement in accordance with the terms and conditions hereof. Attorney agrees to represent and advise the Assessor and/or the County in those matters assigned to Attorney by the Assessor and/or the County, as the case may be, to the best of Attorney's ability.

3. Legal Services

Attorney's services shall include prehearing research, discovery, pleadings, investigation, interviews, meetings, negotiations, advice, review of documents, records, transcripts and evidence, and preparation necessary to the full and effective presentation of the Assessor's and/or the County's case, as may be reasonable given the time allowed before the hearing of any matter assigned to Attorney, as well as representation of the Assessor during hearings and post-hearing proceedings before the Board and the Assessor and/or County before the Courts of the State of California or the State Board of Equalization concerning said matters and any litigation related thereto or resulting therefrom. Attorney shall provide such further services to the Assessor and/or County as may be incidental or related to the services expressly set forth in this paragraph, or as may be requested by the Assessor and/or the County, from time-to-time, in relation to any matter in which the Assessor and/or the County desires the assistance of Attorney.

4. Continuing Duty of Representation

This Agreement is drafted with a term to coincide with the annual appropriations cycle of County government. In the event that the services contemplated by this Agreement are not completed by June 30, 2014, the parties agree to execute a new agreement at that time to embrace the services remaining to be performed on the same terms and conditions as set forth herein, except that new hourly rates may be negotiated by the parties.

5. Compensation

In consideration for the services to be provided pursuant to this Agreement, the County shall pay to Attorney the following:

a. Fees for Professional Services

<u>Title</u>	<u>Rate</u>
Brett L. Price/ Shareholders	\$240/hour
Principal Attorneys	\$215/hour
Senior Associates (4+ years experience)	\$200/hour
Associates (up to 4 years experience)	\$190/hour
Legal Assistants/Law Clerks	\$115/hour

Such rates shall apply to all services performed by Attorney, including, but not limited to, investigation, research, evaluation, consultation, travel, preparation, negotiation, meetings, pleadings, briefing, and appearances at proceedings before the Board, the State Board of Equalization and any Court(s).

b. Reimbursement of Costs

The County shall reimburse Attorney for all costs incurred or advanced by Attorney in providing the services herein described. Said costs shall include, but are not limited to, expenses for travel, lodging, meals, photocopies, long distance telephone calls, reporter's transcript(s) of all proceedings, filing fees, witness fees and costs for lay or expert witnesses, and such other costs as are reasonably necessary for the preparation, presentation or defense of the Appeals, any litigation resulting, related or incidental thereto, any appeal or litigation resulting or arising therefrom, and any other matter(s) for which Attorney is requested to provide services by the Assessor and/or the County.

6. Maximum Compensation

6.1 The County establishes a Budgetary Limit on this Agreement in the amount of Seventy-Five Thousand Dollars (\$75,000) (the "Budgetary Limit" herein) for services to be performed by Attorney pursuant to this Agreement. Both parties will adhere to the fiscal limitations of this Agreement, and no work shall be performed by Attorney which would cause his total billings to exceed this Budgetary Limit, except upon amendment of this Agreement, executed and approved by the parties. Once the Budgetary Limit is reached, Attorney shall have no contractual or ethical obligation to render further services or to incur further costs until an appropriate amendment to this Agreement is executed increasing said Budgetary Limit and Attorney shall not proceed or provide further legal services or costs unless an appropriate written amendment is entered into by the County and Attorney increasing said Budgetary Limit.

6.2 In keeping with County's desire to control costs, Attorney agrees to inform the Assessor at least thirty (30) days in advance of the time that Attorney estimates the services and costs provided hereunder may equal or exceed the Budgetary Limit. Such notice is to be provided in order to allow the parties adequate time to complete any evaluation or projection(s) which may be needed and to formulate an appropriate amendment of the Budgetary Limit payable under this Agreement. Attorney and County agree that, other than the Budgetary Limit, the terms and conditions set forth in this Agreement shall continue in full force and effect in the event that an amendment to this Agreement is necessary for the purpose of raising the Budgetary Limit.

7. Statement for Services Rendered

Attorney shall render monthly statements to the County for services rendered and costs incurred or advanced during the period of representation of Attorney. Such statements shall reasonably set forth the time spent by Attorney, a general statement of the work performed, and an itemization of costs incurred or advanced. Said statements shall be submitted to the Assessor for processing for payment and the Assessor shall take reasonable steps necessary to assure prompt payment of Attorney.

8. Records

Attorney shall keep accurate records of all time expended, the rates applicable to the time expended, and all costs incurred in the performance of this Agreement, and such records shall be subject to inspection and audit by the County at reasonable times. The parties acknowledge that Attorney's billing records contain privileged and confidential information concerning other clients of Attorney which is

subject to the "Attorney-Client" privilege and is required to be kept in confidence by Attorney. In disclosing billing records in connection with any County audit, Attorney shall be entitled to withhold or mask any entry in the records provided for audit purposes which would relate to, identify or which would tend to identify any other client of Attorney, or which would disclose any work done for other clients of Attorney. This provision is intended by the parties to preserve the confidentiality of such other clients of Attorney and to prevent the exposure of Attorney and such other clients of Attorney to embarrassment, damage or loss.

9. Control of Board Proceedings

The Assessor shall have exclusive control of Attorney in providing legal services relating to matters before the Board or to which the Assessor is a party; provided, however, that Attorney shall determine the necessity of conducting discovery, investigation, research and preparation, including the nature and extent thereof, and the employment of experts so as to prepare adequately for the presentation of the Assessor's case. The final decision as to the assessment valuations and disposition of the proceedings shall be made by the Assessor. Neither the County Board of Supervisors nor the County Counsel shall have any control over Attorney in providing legal services to the Assessor under this Agreement.

10. Confidentiality

The Attorney's services, advice and representation shall be provided exclusively to the Assessor and/or the County, as the case may be; and all records, data, and information coming into Attorney's possession or knowledge from the County or the Assessor, his personnel or his appraisal consultants during the course of Attorney's performance of services hereunder, shall be maintained in strictest confidence, except as needed or required for case preparation or presentation, and shall not be disclosed or furnished to any person, firm, or agency without the express consent of the County or the Assessor, or upon the order of a court.

11. Termination

This Agreement may be terminated at any time by either party hereto upon the terminating party's giving ten (10) days' written notice of such termination to the other party; provided, however, that County shall not terminate this Agreement as to then pending proceedings without first notifying the Assessor of its intention nor until Attorney has had a reasonable opportunity to withdraw as counsel of record in all such then pending matters. In the event of termination by Attorney, the County and the Assessor shall be given sufficient notice to enable them to obtain the services of other counsel, and Attorney shall take appropriate steps to continue legal services to the Assessor and/or the County as required to protect their interests until the services of other counsel are obtained. Upon termination or Attorney's withdrawal as counsel pursuant to the provisions of this Paragraph 11, Attorney shall receive final payment for all services rendered and costs incurred upon presentation of final statements to the Assessor or the County.

12. Conflict of Interest

12.1 The Assessor and/or the County will outline to Attorney the matters involved in the Appeals, any related litigation and in other matters assigned to Attorney and will identify the parties,

business entities and consulting firms associated therewith, and Attorney will determine whether there will be a conflict with the Assessor's and/or the County's interests in providing legal services for and on behalf of the Assessor and/or the County under this Agreement.

12.2 In the event a presently unknown and unavoidable conflict does arise during the course of Attorney's employment, Attorney shall so notify the Assessor and/or the County, as the case may require, and unless the Assessor and/or the County shall consent to the continued representation by Attorney, Attorney shall withdraw as counsel for Assessor and/or the County as to the specific matter involving the conflict.

12.3 During the term of this Agreement, Attorney agrees not to undertake additional representation on behalf of other clients which would place Attorney in a position adverse to the Assessor.

13. Independent Contractor Status

It is understood and agreed that Attorney is herewith retained in the capacity of an independent contractor practicing its profession and not as an officer, employee or agent of the County or the Assessor; and that Attorney is acting as an independent contractor in the performance of any services, work, or duties to or for the Assessor and/or the County. Attorney shall not be entitled to participate in any pension plan, insurance plan, bonus, or other similar benefits which the Assessor or the County may provide to its employees.

14. Insurance and Indemnification

14.1 Attorney shall indemnify, hold harmless and defend the Assessor, the County, and its officers, agents and employees against any and all actions, claims, damages, losses or expenses, including reasonable attorney fees and costs, that may be asserted by any person or entity against the Assessor, the County or its officers, agents and employees for any injuries or other damages suffered by any such person or entity arising out of or in connection with any willful, deliberate or negligent act or omission of Attorney, its agents or employees, in the performance of its duties or obligations hereunder; but excluding liability resulting from any negligence or any willful or deliberate act, omission or misconduct of the Assessor, the County, or its officers, officials, agents, representatives and employees.

14.2 Attorney shall take out and maintain at all times during the life of this Agreement the following policies of insurance:

- a. **Worker's Compensation Insurance:** To cover Attorney's employees as required by the Labor Code of the State of California for Attorney's employees.
- b. **Public Liability Insurance:** Bodily injury and property damage insurance for all activities of Attorney, its employees, agents, and representatives, arising out of or in connection with this Agreement, written on a comprehensive general liability form including protective coverage, blanket contractual, complete operations, and employers' non-ownership liability coverage in an amount not less than One Million and no/100 Dollars (\$ 1,000,000.00) combined single limit bodily injury and property damage for each occurrence. Each such policy shall provide that Amador County be named as an additional insured for all liability arising out of operations by or on behalf of Attorney in the performance of this Agreement.

c. Documentation: The following documentation of insurance shall be submitted to the County upon its request:

- i. A certificate of insurance for Workers Compensation; and
- ii. Certificates of insurance for liability insurance.

15. Compliance with Applicable Laws

In the performance of services pursuant to the terms and provisions of this Agreement, Attorney shall comply with all applicable federal, state, county and municipal laws, regulations, rules and ordinances, including, but not limited to, the Workers' Compensation laws of the State of California, and all applicable Federal, State, and Local laws, rules and regulations relating to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap.

16. Expert Consultants

The Assessor and the County recognize that it may be necessary to engage the services of expert consultants at the expense of the County in the evaluation, preparation, handling and presentation of the Assessor's case, and County agrees to consider Attorney's reasonable recommendations in that regard. The County itself may contract for such consultants' services, or authorize Attorney to enter into agreements for such services, in which event Attorney will be reimbursed by the County for all fees, costs and expenses so incurred.

17. Cooperation of Assessor

17.1 The Assessor recognizes that it is essential for his office to cooperate fully with Attorney in connection with the preparation and presentation of the Assessor's case by Attorney. In connection therewith, Assessor agrees to provide any and all data, information and documentation reasonably requested by Attorney and, further, to provide adequate personnel from the Assessor's Office to assist Attorney in the evaluation, preparation, handling and presentation of the matters assigned to Attorney.

17.2 The Assessor and the County further acknowledge and agree that, without prior authorization of Attorney, neither the Assessor, his staff nor his appraisal consultants shall provide any applicant/taxpayer with information (oral or documentary) nor participate in discussions with applicant's'/taxpayers' representatives, attorneys and consultants except in the presence of or with the consent of Attorney. It is intended that this procedure will be in the best interests of the Assessor and the County in avoiding unnecessary misunderstandings and disputes over statements made outside of the proceedings and will allow Attorney to discharge its responsibilities as to the control of the proceedings in which the Assessor is adverse to the applicants/taxpayers.

18. Resolution of Billing and Payment Questions

In order to assist the parties in resolving any questions which may arise as the result of the presentation of any billing statement in this matter or to resolve any questions or problems with the payment of compensation on billing statements which are not disputed by the County, the County designates the Assessor, or his designee, as its contract administrator under this Agreement. Said

contract administrator shall properly take all reasonable actions as may be necessary or appropriate to resolve any financial questions or disputes as may arise in the performance of this Agreement.

19. Assignment

Except as otherwise set forth herein, no party hereto shall assign or transfer any right, interest, duty or obligation under this Agreement without the written consent of the other; and no such assignment or transfer shall be of any force or effect, whatsoever, unless and until the other party shall have so consented.

20. Entire Agreement, Modification and Waivers

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations and discussions, whether oral or written, of the parties, including, among others, any and all prior Agreements For Special Legal Services entered into by and between the parties hereto; and there are no warranties, representations or agreements between the parties in connection with the subject matter hereof except as set forth or referred to herein. No supplement, modification, waiver, amendment or termination of this Agreement, or any provision thereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

21. Attorneys' Fees

In the event of any action for breach or to enforce the provisions hereof, the prevailing party of such action shall be awarded all costs of enforcement of this Agreement, including, but not limited to, reasonable attorney's fees and costs.

22. Notices

Any notices required or desired to be given hereunder shall be in writing and shall be effected by personal delivery or by registered or certified mail, return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after deposit in the United States mail, postage prepaid and properly addressed. Mailed notices shall be addressed as set forth below, unless otherwise specified in a notice given pursuant to this Paragraph 22 as the address for the service of notice:

County: James B. Rooney, Assessor
County of Amador
810 Court Street
Jackson, CA 95642


Attorney: Brett L. Price, Esq.
Kronick, Moskovitz, Tiedemann
Girard, A Professional Corp.
5080 California Avenue
Suite 250
Bakersfield, CA 93309

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

COUNTY OF AMADOR

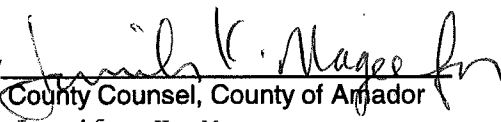
KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD, A LAW CORPORATION


By _____
Chairman of the Amador County
Board of Supervisors

By  _____
Brett L. Price, Esq.

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By  _____
County Counsel, County of Amador
Jennifer K. Magee
Deputy County Counsel

By  _____
James B. Rooney,
Amador County Assessor

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
07/23/13	

To: Board of Supervisors

Date: July 9, 2013

Misc

From: James Foley, Director

Phone Ext. 625

(Department Head - please type)

Department Head Signature _____

James Foley

Agenda Title: Request to hire for two positions in Social Services

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

Request to fill two positions due to employee resignation:

Two FTE Social Worker I

These are Merit Systems positions 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

Positions are 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 7/15/13

Committee Recommendation: _____

Request Reviewed by:

Vice Chairman TJW

Counsel JKM

Auditor EJD

GSA Director Hop

CAO Ch

Risk Management YTW

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

July 23, 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 _____

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

DEPARTMENT OF SOCIAL SERVICES

10877 Conductor Blvd. Suite 200 Sutter Creek, CA 95685 PHONE (209) 223-6550



To: Amador County Board Clerk

From: Jim Foley, HHS Director

Date: July 9, 2013

RE: Request 1 item be placed on Administrative Committee Agenda for July 15, 2013

Request to hire for the following 2 positions in Social Services:

Two FTE Social Worker I (to backfill the positions)

ED OF SUPERVISORS
2013 JUL 10 09:21:00
AMADOR COUNTY, CALIF.
ADMINISTRATIVE SERVICES

cc: Chuck Iley, CAO
Diane Blanc, HR Director

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>07/23/13</u>	

To: Board of Supervisors

Date: July 16, 2013

From: Jon Hopkins, Director Phone Ext. X759

(Department Head please type)

Department Head Signature 

Agenda Title: Purchase of two (2) AWD Utility Interceptor vehicles and four (4) FWD Expeditions for the S.O.

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

On Thursday, at 1:30 PM Amador County Request for Bids RFB -13-09 were received, opened and read publicly for the purchase of two (2) new AWD Utility Interceptor vehicles and four (4) new FWD Expeditions for the S.O. Two bids were received from: 1) Towne Ford in Redwood City, CA and, 2) Downtown Ford Sales in Sacramento, CA. The lowest responsible responsive bidder was Downtown Ford Sales, Sacramento, CA 95811 in the total amount of \$199,229.94.

Recommendation: Award Bid No. 13-09 to Downtown Ford Sales, Sacramento, CA and authorize Purchasing Agent to issue a Purchase Order in the amount of \$199,229.94 for the purchase of two (2) AWD Utility Interceptor vehicles and four (4) FWD Expeditions for the S.O.

Recommendation/Requested Action:
See above.

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

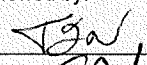
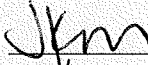
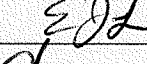


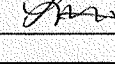
Budgeted.
Is a 4/5ths vote required? Yes No

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

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

Comments: _____

Request Reviewed by:

Chairman <u></u>	Counsel <u></u>
Auditor <u></u>	GSA Director <u></u>
CAO <u></u>	Risk Management <u></u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins; Audit-Joe Lowe; SO-Undersheriff Jim Wegner

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 _____
 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