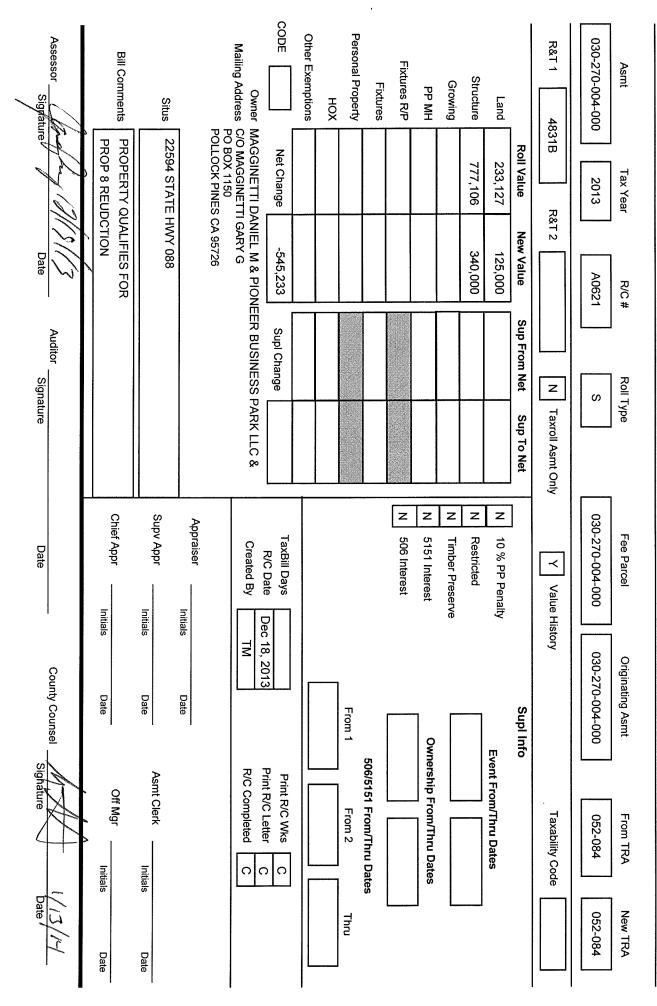
AGENDA TRANSMITTAL FORM

Regular Agenda

To: Board of Supervisors	Tax Matters	Consent Agenda Blue Slip Closed Session
Date: 01/10/14		Meeting Date Requested:
From: James Rooney	Phone Ext. <u>454</u>	01/28/14
(Department Head - please type)		
Department Head Signature Gustovy		
Agenda Title: SECURED ROLL CORRECTIONS		
Summary: (Provide detailed summary of the purpose of this ite REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHORE. APN's 030-270-004-000 & 030-720-008-000.		UE OR A DECREASE OF \$150,000 OR
Recommendation/Requested Action: APPROVE Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts	
Is a 4/5ths vote required?	Contract Attached: Resolution Attached:	Yes No N/A Yes No N/A N/A
Committee Review? Name Committee Recommendation:	Ordinance Attached Comments:	Yes No N/A
Request Reviewed by:		
Chairman AAW	Counsel 60	
Auditor	GSA Director Hop	
CAO A	Risk Management	
Distribution Instructions: (Inter-Departmental Only, the reques	ting Department is responsible for distribution o	utside County Departments)
FC	OR CLERK USE ONLY	
Meeting Date	Time 9 a.m.	Item# 2A
Board Action: Approved Yes No Unanin	nous Vote: YesNo	
Ayes: Resolution	Ordinance	Other:
Noes Resolution	Ordinance	
Absent: Comments: A new ATF is required from Distributed on	I hereby certify this is a true and correct copy records of the Amador County Board of Super	
Department		
Completed by For meeting of	ATTEST:Clerk or Deputy Board Clerk	

County of AMADOR ASSESSOR ROLL CORRECTION

12/18/2013 10:27:55AM Page 9 of 14



tmilbourne 12/18/2013

County of AMADOR ASSESSOR ROLL CORRECTION

12/18/2013 10:27:55AM Page 11 of 14

Assessor Signature	Bill Comments	Situs		Owner Mailing Address	CODE	Other Exemptions	ХОН	Personal Property	Fixtures	Fixtures R/P	PP MH	Growing	Structure	Land		R&T 1 4	030-720-008-000	Asmt
ire 12/02	PROPERTY QUALIFIES FOR PROP 8 REDUCTION	23301 FORTRESS CT	PIONEER CA 95666	DEMCAK LIVING TRUST DEMCAK GEORGE SAMUEL SR & ELIZABETH CARRIE CO-TRUS	Net Change		7,000						293,893	137,946	Roll Value	4831b R	2013	Tax Year
) S//3 Date	JALIFIES FOR CTION	ESS CT	66	TRUST	-161,839		7,000						205,000	65,000	New Value	R&T 2	A0623	R/C#
Auditor Signature				LIZABETH CARRI	Supl Change										Sup From Net	Z	S	Roll Type
ature				E CO-TRUS											Sup To Net	Taxroll Asmt Only		Гуре
Date	Chief Appr Initials	Supv Appr Initials	Appraiserinitials		TaxBill Days					N 506 Interest	N 5151 Interest	N Timber Preserve	N Restricted	N 10 % PP Penalty		Y Value	030-720-008-000	Fee Parcel
County Counsel _	als Date		als Date	tm	Doc 18 2013			From 1			Own			ŋ	Supl Info	History	030-720-008-000	Originating Asmt
Signature	Off Mgrnittals	Asmt ClerkInitials		R/C Completed C	Print R/C Wks C			From 2	506/5151 From/Thru Dates		Ownership From/Thru Dates			Event From/Thru Dates		Taxability Code	052-086	From TRA
1/13/14 Date/	Date	Date					-	Thru			J						052-086	New TRA

tmilbourne 12/18/2013

AGENDA TRANSMITTAL FORM

Regular Agenda

Date: January 21, 2014		agnit	Blue Slip Closed Session
From: James Foley, Director		Phone Ext. 625	Meeting Date Requested:
(Department Head - please (De)		Phone Ext. 023	
Department Head Signature	4:00		
genda Title:			
ummary: (Provide detailed summary of the purpose	of this item; attach add	itional page if necessary)	
Assembly Bill 636, Chapter 678, Statutes of 20 This law requires the county to complete a tri	01, enacted the Ch	ild Welfare Services Outcome a	and Accountability Act of 2001.
This is an agreement with The Regents of the County's Self-Assessment and Peer Quality Co	University of Califo	rnia (UC Davis Extension) for to ons.	echnical assistance with the
ecommendation/Requested Action: oprove and sign agreement			
scal Impacts (attach budget transfer form if appropri	ate)	Staffing Impacts	
ıdgeted			
a 4/5ths vote required? Yes 🗵 No		Contract Attached:	Yes
ommittee Review?	N/A ⊠	Ordinance Attached Comments:	Yes No N/A
ommittee Recommendation:			
equest Reviewed by:		<u> </u>	
nairman 420	Cour	isel	
uditor	GSA	Director 00	*
40 W	Risk	Management	
istribution Instructions: (Inter-Departmental Only, the	requesting Departmen	nt is responsible for distribution outs	ide County Departments)
originals to Chris @ Social Services			,
	FOR CLERK I	JSE ONLY	
eeting Date January 28, 2014	Time	9 a.m.	Item# UA
		y (0.1 m.)	<u> </u>
oard Action: Approved Yes No	Unanimous Vote: Ye	sNo	
es: Resolution	Ordina	ance	Other:
pes Resolution	Ordina	ance	
A new ATF is required from	I hereby certif	y this is a true and correct copy of a	action(s) taken and entered into the offici
tributed on		Amador County Board of Supervis	
Department For meeting	ATTEST:		
For meeting		rk or Deputy Board Clerk	

Save

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UC DAVIS EXTENSION
WEB SITE: www.extension.ucdavis.edu

1632 DA VINCI COURT DAVIS, CALIFORNIA 95618-4852

Agreement #PQCR-2014-02

Agreement for Services UC Davis Extension

This Agreement is made this 8th day of January, 2014 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and the AMADOR COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to acquire technical assistance for User's County Self-Assessment and Peer Quality Case Review operations,

NOW, THEREFORE, the parties agree as follows:

- 1. University shall provide services as set forth in Exhibit A.
- 2. <u>Term.</u> The term of this agreement shall be from <u>January 1, 2014</u> through <u>March 31, 2014</u>.
- 3. <u>Termination.</u> Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
- 4. <u>Alteration, Amendment</u>. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.
- 5. <u>Fee & Payment.</u> User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for services completed. User shall pay University within thirty days (60) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

- 6. <u>Indemnification</u>. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
- 7. <u>Insurance.</u> University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury

a) Per person \$250,000 b) Per accident \$500,000

2) Property damage \$50,000

c. Workers Compensation insurance in accordance with California state law.

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- 8. <u>Confidentiality of information about individuals.</u> University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
- 9. <u>Use of University name</u>. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
- 10. <u>Relationship of parties.</u> It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
- 11. <u>Notice addresses.</u> All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services University Extension 1333 Research Park Drive Davis, CA 95618

Additional University:

Center for Human Services UC Davis Extension 1632 DaVinci Ct Davis, CA 95618

User:

Amador County
Department of Social Services
10877 Conductor Blvd. Suite 200
Sutter Creek, CA 95685

- 12. <u>Force majeure.</u> In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.
 - University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.
- 13. <u>Assignment.</u> This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
- 14. <u>Nondiscrimination.</u> University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.
- 15. <u>Conflict of Interest.</u> The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer of employee of User relating to this Agreement. It is further understood and agreed that if such a financial

interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.

- 16. <u>Waiver of Rights</u>. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. <u>Headings.</u> The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. <u>Severability of Terms</u>. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. <u>Integrated agreement.</u> This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE	AMADOR COUNTY
UNIVERSITY OF CALIFORNIA	
By Gardleton	By
Name Dennis Pendleton	Name Theodore F. Novelli
Title Dean, UC Davis Extension	Title Chairman, Board of Supervisors
Date	Date
FEIN: 94-6036494	
	APPROVED AS TO FORM:
	OFFICE OF THE COUNTY COUNSEL
	COUNTY OF AMADOR
	By M
	Gregory Gillott, County Counsel
	ATTEST:
	70
	By
	Jennifer Burns
Donu	w Clerk of the Board of Supervisors

EXHIBIT A

TRAINING PROGRAM

- 1. University will provide the following:
 - a. Technical assistance in preparation of PQCR (Peer Quality Case Review) and CSA (County Self Assessment) process.
 - b. Support PQCR and community meetings.
 - c. Coordination and process invoices for facility, peer travel and food service.
 - d. Provide typed notes and analysis from community meetings.
- 2. User will provide the following:
 - a. User shall participate in conference calls with state consultants and University experts
 - b. User shall identify and make designated staff available to participate in the PQCR process prior to the event, during the event, and during the CSA process.
 - c. User will coordinate all PQCR related logistical requirements through University.

User will cooperate with University's subject matter experts.

Total cost of training under this agreement: \$ 21,973.00

AGENDA TRANSMITTAL FORM

	AGENDA	IKANSIII	I AL FORW	Regular Agenda	
	<u>Supervisors</u>		gmt	Consent Agenda Blue Slip Closed Session	
Date: 01/09/2014				Meeting Date Requested:	
From: James Foley, D (Depar	irector of HHS tment Head - please type)	Pho	one Ext. 412	01/28/2014	
Department Head S	ignature L/W	e u			
Aganda Titla:	veen Lifestyle Management Drydock, IN	IC and Assedue Com	aty Pohavioval Hoalth for DUI P	rooram Monitoring	
	led summary of the purpose of this ite			i Ogjain Montoning	
Lifestyle Management	and Human Services, Behaviora Drydock, INC for the purpose o e of Regulations (Attached).	al Health Departi f providing DUI	ment requests the Board Program Monitoring dut	of Supervisors approve the MOU with ies as indicated in Section 9801.5 Title	
For each monitoring e exceed \$624.00.	vent, twice annually, Lifestyle N	lanagement Dry	dock, INC will pay Behav	ioral Health \$52.00 per hour not to	
The term shall be effe	ctive upon date executed by Co	unty and shall co	ontinue in effect through	n December 31, 2015.	
Recommendation/Reque	sted Action:				
Approval of MOU Fiscal Impacts (attach bu	dget transfer form if appropriate)		Staffing Impacts None		
None					
Is a 4/5ths vote required	Yes No 🗵		Contract Attached: Resolution Attached:	Yes No N/A Yes No N/A	
Committee Review? Name		N/A 🔲	Ordinance Attached	Yes No N/A	
: Committee Recommend	ation:		Comments:		
Request Reviewed by:			<i>d</i> o		
Chairman 42V		Counsel	6.1		
Auditor GSA Director					
CAO		Risk Ma	nagement		
Distribution Instructions:	(Inter-Departmental Only, the reques	sting Department is	responsible for distribution	outside County Departments)	
Please return two ori	ginal MOU's to Angie Grau in Be	ehavioral Health.			
	F	OR CLERK US	E ONLY		
Meeting Date		Time		Item# UR	
Jan	<u>uary 28, 201</u> 4	9	a.m	<u> </u>	
Board Action: Appro	oved Yes No Unani	mous Vote: Yes_	No		
Ayes:	Resolution	Ordinand	e	Other:	
Noes	Resolution	Ordinand	e		
Absent:	Comments:	Lheraby cartify 4	hie is a true and correct con-	of action(s) taken and entered into the official	
Distributed on	A new ATF is required from		mador County Board of Supe		
Completed by	Department For meeting	ATTEST:			
	of	Clerk	or Deputy Board Clerk		

Save

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF AMADOR AND LIFESTYLE MANAGEMENT DRYDOCK, INC. FOR DUI PROGRAM MONITORING

THIS MEMORANDUM OF U	NDERSTANDING BETWEEN THE COUNTY OF AMADOR AND
LIFESTYLE MANAGEMENT	DRYDOCK, INC. FOR DUI PROGRAM MONITORING ("MOU") is
entered into as of	, 2014 between COUNTY OF AMADOR ("County"), a
	e of California acting by and through its Department of Behavioral Health
("DBH") and LIFESTYLE MA	NAGEMENT DRYDOCK, INC., a California corporation ("Lifestyle").

RECITALS

- A. Pursuant to California Health and Safety Code section 11837.6, County has designated Lifestyle to provide DUI programs within the County.
- B. Section 9801.5, Title 9 of the California Code of Regulations sets forth monitoring requirements to be performed by each county alcohol program administrator with respect to DUI programs. A copy of Section 9801.5 is attached hereto as Exhibit A.
- C. The parties desire to enter into this MOU to set forth their respective duties and responsibilities with respect to monitoring the DUI programs operated by Lifestyle.

NOW, THEREFOR, it is agreed as follows:

- 1. <u>County Responsibilities.</u>
- a. Each January and July (each a "Monitoring Event") DBH shall perform the monitoring duties set forth in Section 9801.5(b) for the following DUI programs operated by Lifestyle:

First Offender Program
Six Month First Offender Program
Nine Month First Offender Program
Eighteen Month Multiple Offender Program
Wet and Reckless Program

- b. In conducting the monitoring for each program, DBH shall utilize the form attached hereto as Exhibit B. Exhibit B illustrates the form that will be used for the Six Month Offender Program. Similar forms with different captions will be utilized for each of the above programs.
 - c. DBH shall provide to Lifestyle a copy of the monitoring report for each program.
- 2. <u>Compensation</u>. For each monitoring event, Lifestyle shall pay to County the sum of \$52 per hour for each hour spent in conducting the monitoring, with a maximum not-to-exceed cost of \$624 per Monitoring Event. All compensation due hereunder shall be paid no later than thirty (30) days following completion of the Monitoring Event and provision of a copy of the monitoring report for each program to Lifestyle together with an invoice stating the number of hours spent in conducting the monitoring.

3. <u>Term.</u> This MOU shall become effective upon the date executed by County and shall continue in effect through December 31, 2015.

4. Miscellaneous.

- a. Each party shall hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses from any cause whatsoever arising from or connected with its performance hereunder that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, or other representatives. This indemnity provision shall survive the term of this Agreement and is in addition to any other rights or remedies that the parties may have under law or in equity.
- b. This MOU shall not be modified or amended without the mutual written consent of the parties.
- c. This MOU contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transactions contemplated herein and supersedes all prior MOUs, contracts, understanding or commitments, whether oral or written, with respect the subject matter of this MOU.
- d. This MOU shall be interpreted in accordance with the lows of the State of California. Any action to interpret or enforce any term of this MOU shall be brought in the Superior Court of California, County of Amador.
 - e. All exhibits attached hereto are incorporated herein by this reference.

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

COUNTY OF AMADOR	LIFESTYLE MANAGEMENT DRYDOCK, INC.
	a California corporation
By:	By: Jun Stell
Chairman, Board of Supervisors	Name (printed): Lewis Steele

Title: Owner/President

Exhibit A

§9801.5. County Responsibilities.

- (a) Consistent with chapter 9, section 11837.6 of the Health and Safety Code, the county board of supervisors shall:
 - (1) Review, at its option, any new applications for licensure as DUI program and forward all applications recommended for licensure through the county alcohol program administrator to the Department for final review and approval. As part of the recommendation, the county board of supervisors shall include a statement assuring there is a need for a new DUI program in the county and assuring that the establishment of an additional DUI program will not jeopardize the fiscal integrity of existing licensed DUI programs.
 - (2) Assure the Department in writing of the programmatic and fiscal integrity of the DUI programs the county has recommended for licensure.
- (b) The county alcohol program administrator shall:
 - (1) Monitor to ensure compliance with the regulations contained in this chapter and the requirements in Chapter 9 (commencing with Section 11837.6), Division 10.5 of the Health and Safety Code.
 - (2) Review any applications requested by the county for licensure as DUI program or proposed changes in the approved plan of operation and forward to the Department all new applications or changes recommended for licensure by the board of supervisors.
 - (3) Monitor to ensure that approved DUI programs do not utilize other funds administered by the Department for program operations.
 - (4) Notify the Department when he/she determines that a DUI program is not in compliance with the regulations contained in this chapter.
 - (5) Monitor to ensure that service providers do not utilize participant fees for purposes other than DUI Program activities, with the exception of allowable profit or surplus.
 - (6) Review and recommend approval or denial of DUI Program fees and additional fees contained in the initial application for licensure and requests from existing licensees for increases in program fees and additional fees.
 - (7) Assure that each DUI program makes provision for persons who cannot afford to pay program participation fees.
 - (8) Carry out liaison activities with the courts, the county probation department, DUI programs, and interested parties at the county level.
 - (9) Develop and insure the implementation of a court referral system as described in Health and Safety Code Section 11837.2.

Six Month Offender Program

County:				Date Reviewed:_			
Program Name:	ne:		_	Reviewer:			
icense # 03-002-01-120	.002-01-120						
Client	Date	Contract:	Service	Financial	Fee	Assessment	Court
dentifier	Enroll/Began	Signed/Date/Compl. Schedule	Schedule	Info.	payment	Date/doc/results/disc Notified	Notified
			Received	Available	agreement		
			(N/N)	(Y/N)	(Y/N)		

AGENDA TRANSMITTAL FORM Regular Agenda Consent Agenda To: **Board of Supervisors** Blue Slip Closed Session Date: 01/13/2014 Meeting Date Requested: From: James Foley, Director of HHS 01/28/2014 (Department Head - please type) Department Head Signature (Agenda Title: James DuCray, MFT and Amedor County Behavioral Health 1st Amendment for FY 13-14 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 first amendment with James DuCray, MFT. The agreement approved James to facilitate a men's support group for older adults, Latinos and Veterans. This first amendment is adding individual therapy to the scope of work and increasing the budget by \$10,000.00 for a total of \$20,000.00. This is budgeted by the Mental Health Services Act (MHSA). James is a therapist in the community versus our clinic, we would be able to refer to him when a client has a conflict with the therapists within the clinic. Also, it is an ideal arrangement to refer clients in need of brief therapy, who are more suited for services in the community as compared to the intensive services provided by the county. This contract would "bridge" clients who have been seen in the clinic because of state-mandated crisis services, but still need some therapy. Contracting with a provider like James DuCray would allow us to provide a limited number of sessions with a therapist in the community, who could then connect the client to other community supports. Recommendation/Requested Action: Approval of First Amendment Staffing Impacts None Fiscal Impacts (attach budget transfer form if appropriate) Vone Is a 4/5ths vote required? Contract Attached: No N/A Yes \square No 🔀 Resolution Attached: No N/A Yes N/A Committee Review? Ordinance Attached Yes N/A \square Name Comments: Committee Recommendation: Request Reviewed by GSA Director Auditor CAO Risk Management Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) Please return two original first amendments to Angie Grau in Behavioral Health. FOR CLERK USE ONLY **Meeting Date** Item# Time January 28, 2014 9 a.m. Unanimous Vote: Yes___No___ Board Action: Approved Yes___ No___ Ayes: Resolution Ordinance Noes Resolution Ordinance Absent: Comments: 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 Distributed on records of the Amador County Board of Supervisors. Department

Save

Clerk or Deputy Board Clerk

ATTEST:

Completed by

For meeting

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of ______, 2014 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and James DuCray, MFT, (the "Contractor").

RECITALS

- A. County and Contractor executed an agreement (the "Original Agreement") dated as of October 8, 2013, whereby Contractor agreed to provide services 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. 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:
- 2. 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:

ted this Second Amendment as of the
NTRACTOR:
James DuCray, MFT deral I.D. No.: 569688878
TEST: NNIFER BURNS, CLERK OF THE ARD OF SUPERVISORS
Deputy

ATTACHMENT A - SCOPE OF WORK

Jim DuCray, MFT Men's Group & Therapy FY 2013-14

Program Description

Jim DuCray is a licensed Marriage and Family Therapist in Amador County with several years of experience working in the community. Jim has worked with Amador County Behavioral Health Services in the past and has facilitated a successful Men's Group in Calaveras County for the past few years. Jim also has experience working with Veterans, which is also a target population for this contract.

Men's Group

Contractor shall provide group facilitation of a community support group, "Men's Movement" for men referred by Amador County Behavioral Health Services, other agencies, and private therapists, or to those who are self-referred. This group seeks to empower participants through support and education regarding topics that affect men during ever-changing times. This group will help participants engage with other men in the community and needed resources such as Behavioral Health Services as appropriate. This group will be provided in English and in Spanish as needed to serve the Latino Community as well.

Individual Therapy

Contractor may provide individual therapy to persons referred by Amador County Behavioral Health Services only (as appropriate, based on Contractor's availability and therapeutic relationship with the individual). Individual therapy shall be provided for a frequency and duration specified by Amador Behavioral Health Services, and shall not exceed those parameters under this Agreement. Therapy shall be provided to those who are uninsured, underinsured, or otherwise more appropriate for Contractor's services versus the services provided by Amador County Behavioral Health Services. Contractor shall keep individual records on persons seen in therapy under this Agreement and shall make these records available upon request.

Target Population

The target population for this program includes those in Amador County who are at risk or may be experiencing serious mental illness, including:

- Adult Men (Age 18-59)
- Older Adults (60+)
- Latinos
- Veterans

Program Objectives

- 1. Serve at least 7 unduplicated persons who meet the target population in Amador County each year.
- 2. Provide (1) 8-10 week support group to participants in Amador County each quarter.
- 3. Make referrals to Amador County Behavioral Health Services and other resources as appropriate.
- 4. Provide and post information to reduce stigma and increase awareness regarding mental health.
- 5. Improve overall emotional wellbeing for group and individual participants in Amador County.

6.	Track and measure services provided to participants each month using sign-in sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
7.	Participate in local meetings, forums, and events to foster collaboration and community outreach.

ATTACHMENT B- Fee Schedule

FY 2013-2014 Program Budget

Individual Therapy *	\$10,000
Direct Services **	\$8,400
Program Materials	\$ 600
Indirect Costs (10%)	\$1,000
Total Budget	\$20,000

^{*} Individual therapy shall be billed at a rate not to exceed \$70 per hour.

This agreement is not to exceed Twenty Thousand Dollars (\$20,000) during the term of this contract for Fiscal Year 2013-2014.

^{**2} hours of group and 1 hour of preparation/documentation time per week at \$70 per hour



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.

2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health Services Date of Request: 07/31/13

Contact Name: Christa Thompson Phone: 209-223-6814

Estimated Total Cost: \$ 10,000 Proposed Vendor: Jim DuCray

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements. Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor. Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only. X Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply. Expert or specialized professional services Legal printing ☐ Legal services ☐ Emergency ☐ Existing public contract ☐ Insurance ☐ Existing contract ☐ Other, define below **INSTRUCTIONS** 1. Please check all applicable categories (a. through i.) below and provide additional information where indicated. a. The requested product is an integral repair part or accessory compatible with existing П equipment. b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

	C.	The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
	d.	The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
	e.	The requested product is used or demonstration equipment available at a lower-than-new cost.
	f.	Repair/Maintenance service is available only from manufacturer or designated service representative.
	g.	Upgrade to or enhancement of existing software is available only from manufacturer.
\boxtimes	h.	Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
	i.	Other factors (provide detailed explanation in #2 below).
2.	above. therapis	a detailed explanation and pertinent documentation for each category checked in item 1 Attach additional sheets if necessary: To our knowledge, Jim DuCray is the only licensed in the area who provides a bilingual men's group (he subcontracts with a Spanish-Speaking tator) with proven success (they provide a similar group in Calaveras County).
3.		evaluation of other equipment, products, or services performed?
4.	making	the name of each individual who was involved in the evaluation, if conducted, and in the recommendation to procure this product or service. Attach additional information, if any all Conflict of Interest is known.
CE	RTIFICA	TION:
As conjust incotype of n	an approcentrate ification. ome or get of busing the information of th	of Amador County polices and laws concerning purchasing procedures and requisitioning. oved department representative, I have gathered technical information and have made a deffort to review comparable/equal equipment and/or services. This is documented in this I further declare there is no real or potential Conflict of Interest and have: 1) received no ifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other ness relationship with this vendor/contractor and; 4) to the best of my knowledge no member or near relative has any financial interest in this company. I hereby certify as to the validity of tion and feel confident this justification for sole source/sole brand/exception is accurate and for this acquisition.
This	s form wa	as completed by:
	PARTME PROVAL	
		Dopt. Head (of Addit. Rep.) / Date
	OCUREN PROVAL	: <u> </u>
		Procurement Officer / Date

Certificate of Insurance (Proof of Coverage) Date Issued: 8/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IOLDER. THIS CERTIFICATE DUES NOT AMEND, EXTERUS, ON THIS				
Insured Name and Mailing Address*				
James R Ducray				
P.O. Box 631	!			
Jackson, CA 95642	11 a managanista ay en error (1995) a sanaganista MANAN yang ay ak a sanaganista ay ay an an anaka at			
*Additional insured locations are often	requested by individual ee office. Your coverage is			

"Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.

Program Administrator

Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605

P. 312-987-9823 F. 312-987-0902

info@ephins.com Underwritten By:

Philadelphia Indemnity Insurance Company

under the occupation(s) listed	niladelphia Indemnity Insurance Company			
	Coverage			
Policy #: PHCP017117	Effective Date: 01/29/13	Expiration Date: 01/29/14		
THE POLICIES OF INSURANCE LISTED BELOV	N HAVE BEEN ISSUED TO THE INSURED N. ERM OR CONDITION OF ANY CONTRACT C	AMED ABOVE FOR THE POLICY PERIOD INDICATED. OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, Y HAVE BEEN REDUCED BY PAID CLAIMS		
Limits	\frac{1}{2}			
EACH OCCURRENCE	AGGREGATE	Coverage Part		
(Per individual claim)	(Total amount per policy ye	ear)		
\$1,000,000	\$3,000,000	Professional Liability		
\$1,000,000	\$3,000,000	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability		
N/A	N/A	Property Coverage		
\$1,000,000	\$3,000,000	Supplemental Liability		
Unlimited	Unlimited	Defense Expense Coverage		
\$75,000	\$75,000	State Licensing Board Investigation Defense Coverage		
\$15,000	\$15,000	Assault Coverage		
\$10,000	\$35,000	Deposition Expense Benefit		
\$5,000/person	\$50,000	Medical Expense Coverage		
\$15,000	\$15,000	First Aid Coverage		
Description/Special Provisions:	The second Middle American Committee and Com			
	Certificate Hole	der		
County of Amador, all employees, Off. of Risk Mgt 10877 Conductor Blvd Sutter Creek, CA 95685 Holder has also been added to policy as an additional insured	SHOULD ANY OF THE A BEFORE THE EXPIRATE DELIVERED IN ACCORD The Authorized Representation	BOVE DESCRIBED POLICIES BE CANCELLED ON DATE THEREOF, NOTICE WILL BE DANCE WITH THE POLICY PROVISIONS.		
**If the certificate holder is an ADDITIO INSURED, the policy(ies) must be endor A statement on this certificate does not endored in the certificate holder in lieu of sendorsement(s).	NAL sed. onfer	C. Philip Hodson		

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

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

General Purpose Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY

This information is completed only when this endorsement is issued subsequent to preparation of the policy:	
POLICY CHANGES ARE INDICATED BY AN "X":	
[] NAMED INSURED amended to read as shown below.	
[] Address of NAMED INSURED is amended to read as shown below.	
[] Policy Period is amended to read as shown below.	
[] Limit(s) of Liability is/are amended to read as shown below.	

[X] Other (described below).

[] Premium is amended as shown below.

This policy is endorsed to include the Liability Coverage Enhancement PI-PHCP-11 (07/10) added effective 8/12/2013 at the additional premium of 85.00

All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Policy:017117 Effective on and after:8/12/2013 Issued to: James R Ducray Expiration date:01/29/2014 Endorsement #:PHCP-10

PI-PHCP-10(03/01)

By:

Jamie Maguire, Authorized Representative



Auto Liability Insurance Identification Card(s)



լիկլերիլովիկիել Այլեւգրյյիկուսնել ո՞րոնինյալ և լրաիկ JAMES R DUCRAY

CAROLYNN DUCRAY PO BOX 631 JACKSON CA 95642-0631 Policy No. CAAS100144866

Policy base year 1991 Policy effective date 07-30-2013

Please keep this evidence of liability insurance in your vehicle with your registration. A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation.

FOR YOUR GLOVE COMPARTMENT

Reg. 890A (Rev. 5/97)

Haldalmlladladlamlld

CALIFORNIA EVIDENCE OF LIABILITY INSURANCE

DO NOT FOLD OR STAPLE - SUBMIT ORIGINAL TO DMV

This insurance complies with CVC §16056 or §16500.5

VEHICLE IDENTIFICATION NUMBER (VIN) 4S4BT62C466101666 SUBARU

2006

JAMES R DUCRAY CAROLYNN DUCRAY

POLICY EFFECTIVE RATE

POLICY EXPIRATION DATE 07-30-2014

INSURANCE COMPANY NAME

AAA Northern California, Nevada & Utah

Insurance Exchange

INSURANCE COMPANY ADDRESS PO Box 22221

CAAS100144866

CITY oakland STATE CA

ZIP CODE 94623-2221

NAIC NUMBER 15539

FOR YOUR WALLET

Vehicle Make: SUBARU Model Year: 2006

Vehicle Identification No. 454BT62C466101666



AAA Northern California, Nevada & Utah Insurance Exchange

PO Box 22221 Oakland, CA 94623-2221



Insured: JAMES R DUCRAY **CAROLYNN DUCRAY**

Policy Number: CAAS100144866

Eff. Date: 07-30-2013

Exp. Date: 07-30-2014

Vehicle Make: SUBARU

Model Year: 2006

VIN: 4S4BT62C466101666

For policy changes or to report a claim, call (800) 922-8228.

AGENDA TRANSMITTAL FORM

	Regular Agenda			
To: <u>Board</u>	Board of Supervisors			Consent Agenda Blue Slip
Date: 01/21/2014			Closed Session	
From: James Foley	/, Director of HHS		/ none Ext. 412	Meeting Date Requested:
The state of the s	epartment Head - please type)	$\overline{}$	IONE EXISTIE	01/28/2014
Department Head	d Signature C	-CKY		
Agenda Title:	J Olginature			
Agerica Title. Willia	m Halloran, M.D. and Health and Huma	an Services, Benavioral H	lealth agreement FY 13-14	
Summary: (Provide d	etailed summary of the purpose of the	his item; attach addition	nal page if necessary)	
化连连键 医直接性 医二十二十二氏 医二十二氏 化二十二烷二二烷	lth and Human Services, Behav an M.D. to provide child psychi	电影动物 网络大大大 医二苯基酚 化二甲基甲基酚 医大种性病 医多种原物	tment requests the Board	of Supervisors approve the agreement
				n, for a year and a half under an ng to waive the recruitment fee.
A RFP was complete	ed May 17, 2012 and no other	interests were recei	ived for psychiatric service	<u>≥</u> S
the psychiatry staff	ing agency, saving \$1600.00 pe		cost savings to the departi	ment in lieu of utilizing the services of
Recommendation/Re				
Approval of Agree Fiscal Impacts (attact	ment n budget transfer form if appropriate)	Staffing Impacts None	
Decrease monthly I	budget by \$1600.00		NOTE	
Is a 4/5ths vote requi	red?		Contract Attached	V-2 EL MATT
	Yes No 🗵		Contract Attached: Resolution Attached:	Yes
Committee Review? Name		N/A 🔲	Ordinance Attached	Yes No N/A
Committee Recomme	andation:		Comments:	
Demost Daviound h		College Control of Con		
Request Reviewed b	이 얼마나 얼마를 가는 것이 되는 것이 그렇게 하는 것이 없다.			
Chairman 124		Counse		
Auditor	<i>d</i>	GSA Dii	rector Hop	
cao $_{}$	<u> </u>	Risk Ma	anagement	
Distribution Instructio	ns: (Inter-Departmental Only, the re	equesting Department i	s responsible for distribution o	utside County Departments)
Please return two	original Agreements to Angie	Grau in Behavioral I	Health.	
		FOR CLERK US	SE ONLY	
Meeting Date	-2 221/	Time		Item# // T
Ja	nuary 28, 2014		9 a.m.	<u> </u>
Board Action: Apr	proved Yes No Ui	nanimous Vote: Yes_	No	
Ayes:		Ordinand		Other:
Noes	Resolution	Ordinand	-	
Absent:	Comments:			
Distributed on	A new ATF is required from		this is a true and correct copy mador County Board of Super	of action(s) taken and entered into the official rvisors.
Completed by	Department For meeting	ATTEST:		
	of	Clerk	or Deputy Board Clerk	

Save

LocumTenens.com



January 21, 2014

To Whom It May Concern,

LocumTenens.com will abide by the contract terms of the permanent placement fee of \$0 for Dr. Halloran effective January 24, 2014.

Sincerely,

Kevin Thill

Senior Vice President of Psychiatry

SERVICES AGREEMENT

Psychiatric Services

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _______, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and William Halloran, M.D. (the "Contractor").

RECITALS

- A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.
- B. Contractor is in the business of providing Psychiatric services similar to those set forth in this Agreement.
- C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

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

- 1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide psychiatric services consisting of diagnosis, treatment and the prescribing or ordering of medications 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. <u>SERVICES TO BE RENDERED BY COUNTY</u>. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
- 3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

- 4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2013 to 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. <u>COMPENSATION TO CONTRACTOR</u>; 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. <u>CONFERENCES</u>, <u>VISITS TO SITE</u>, <u>INSPECTION OF WORK</u>. 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. <u>ASSIGNMENTS</u>. 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 be 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.

Consultant acknowledges that it has 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. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment C**.

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

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

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 Health Services Department, Behavioral Health Division 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. <u>NOTICES</u>. 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: William Halloran, M.D.

1112 Bramble Lane Folsom CA 95630

To County: Amador County Health Services Department

Behavioral Health Division 10877 Conductor Boulevard Sutter Creek, CA 94685

With a copy to: Office of the County Counsel

810 Court Street Jackson, CA 95642

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

- 19. <u>CONTRACT EXECUTION</u>. 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. <u>CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE</u>. 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. <u>SEVERABILITY</u>. 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. <u>TIME OF ESSENCE</u>. 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. <u>RETENTION OF RECORDS</u>. 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.

day and year first above written.

COUNTY OF AMADOR

CONTRACTOR:
William Halloran, M.D.

BY:
Theodore F. Nove IIi
Board of Supervisors

BY:

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

A AMADOR

CONTRACTOR:
William Halloran, M.D.

BY:

JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

County Counsel

ATTACHMENT A - SCOPE OF WORK

Contractor shall perform mental health psychiatric services to clients referred to Amador County Behavioral Health (ACBH). Services shall include, but may not be limited to:

- (a) Provide direct outpatient psychiatric medical care to clients.
- (b) Evaluate patients to determine therapeutic and psychiatric/medical needs.
- (c) Administering and interpreting various psychological assessment instruments.
- (d) Developing treatment plans; participate in case conferences and consulting with clinical staff regarding support services and treatment options.
- (e) Prescribing and administering medication to patients as necessary
- (f) Performing crisis intervention as required; assisting clinical staff in mitigating crisis situations; responding to urgent medication issues and/or refill authorizations by days end, prescribing and administering medication to patients in crisis situations.
- (g) Designated as back-up psychiatric coverage on scheduled day of service for urgent medication evaluations or refill authorizations for the adult psychiatrist's caseload during his scheduled time off.
- (h) Evaluating patients for voluntary and involuntary commitment, signing required commitment forms for clients requiring psychiatric hospitalization based upon patient symptoms.
- (i) Performing detailed patient record documentation by days end using Anasazi electric medical record, and in compliance with ACBH and regulatory standards and requirements; preparing intake and discharge summaries, progress notes and treatment plans.
- (j) Complete and submit monthly invoices detailing days and hours worked.
- (k) Participate in mandatory and relevant trainings, as directed by the Director of Health and Human Services.
- (l) Attending and providing testimony at any court proceedings, arbitrations, depositions, or administrative proceedings relating to work performed at ACBH.
- (m) Contractor acknowledges that ACBH plans to apply for Federal Meaningful Use Incentive funds for the time Contractor provides services to ACBH, in order to assist with some of the administrative costs associated with implementation of the electric medical record system.

ATTACHMENT B - FEE SCHEDULE

County shall pay Contractor for services rendered pursuant to this Agreement at a rate of One Hundred Fifty (\$150.00) dollars per hour. If Contractor provides services under this Agreement for more than eight hours on a given day, Contractor's compensation for that day will be increased proportionately based on the hourly rate. The amount payable to Contractor for services provided hereunder shall not exceed Seventy Five Thousand Dollars (\$75,000.00).

Contractor will invoice County on a monthly basis for services rendered. Contractor acknowledges that County is able to bill and be reimbursed from Medi-Cal and/or Medicare for services rendered by Contractor.

ATTACHMENT C - ALCOHOL POLICY

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

The undersigned, authorized signatory for William Halloran, M.D. (the "Contractor"), certifies as follows:

- 1. Contractor has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
- 2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "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: 393624301			
Printed Name:	William Halloran, M.D.	Date	11/4/14	
Title:	Psychiatrist			
Signature:	W. Loelow ny			

AGENDA TRANSMITTAL FORM

To: <u>Board of Supervisors</u>	А	gmet		Consent Agenda Blue Slip Closed Session
Date: January 21, 2014		0	1	Meeting Date Requested:
From: JON HOPKINS, DIRECTOR - GSA	P	Phone Ext. X759		January 28, 2014
(Department Head - please type)				
Department Head Signature				
Agenda Title: County Radio Maintenance Agreement wit	th Delta Wireless, Inc. Th	ird Amendment		
Summary: (Provide detailed summary of the purpose of				
The Board approved an agreement with Delta W maintenance of its radios and radio system. This RFP maybe developed pending the availability o	is Third Amendme			
Recommendation/Requested Action:	- Table 1			
Recommendation: Award the attached agreeme			ı, CA. for ra	idio maintenance.
Fiscal Impacts (attach budget transfer form if appropriate	a)	Staffing Impacts N/A		
Budgeted				
ls a 4/5ths vote required? Yes ☐ No D	₹	Contract Attached:	Yes 🛛	No N/A
Committee Review?	N/A 🔀	Resolution Attached: Ordinance Attached	Yes T	No
Name		Comments:	· · · · · ·	···
Committee Recommendation:				
•				
Request Reviewed by:		<i>o</i> _		
Chairman	Counse			
Auditor	GSA D	rirector Hop		
CAO	Risk M	lanagement		
Distribution Instructions: (Inter-Departmental Only, the re	equesting Department	is responsible for distribution out	tside County	Departments)
Jon Hopkins, GSA Director; Under Sheriff, Jim We				
	FOR CLERK US	SE ONLY		
Meeting Date January 28, 2014	Time	9 a.m.	Item#	HE
		And the second second		
	Inanimous Vote: Yes_			
Ayes: Resolution	Ordinan	-	Other:	
Noes Resolution Absent: Comments:	Ordinan	ICE		
Distributed on		this is a true and correct copy of Amador County Board of Supervi		ken and entered into the official
Completed by 5	- ATTEST:			
Completed by For meeting of		or Deputy Board Clerk		

Save

THIRD AMENDMENT TO RADIO SYSTEM DIAGNOSTIC AND MAINTENANCE SERVICE AGREEMENT

THIS THIRD AMENDMENT TO RADIO SYSTEM DIAGNOSTIC AND MAINTENANCE SERVICE AGREEMENT (this "Third Amendment") is made as of April _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and DELTA WIRELESS, INC., a California corporation("Contractor").

RECITALS

- A. County and Contractor executed an agreement (the "Original Agreement") dated as of April 13, 2010 whereby Contractor agreed to provide professional diagnostic and maintenance services for County public radio system, 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.

NOW, THEREFOR, the parties agree as follows:

- 1. Section 1.1 is hereby deleted.
- 2. The first sentence of Section 3 shall be amended to read as follows: "This Agreement shall terminate automatically on April 1, 2014, unless extended by mutual agreement of the parties."
 - 3. Section 5.1 is hereby amended to read as follows:
 - "5.1 Contractor shall submit monthly invoices indicating the Work performed. Contractor shall be compensated in the amount of Three Thousand Three Hundred Eighty-Three Dollars and 50/100 (\$3,383.50) per month for completion of the monthly preventative maintenance services described in this Agreement. In the event County requests Contractor to perform work not included in the definition of the Work, Contractor shall be compensated on a time and materials basis, according to the hourly labor rate schedule set forth in Attachment C."
 - 3. Attachment C delete "Antenna System (Mt. Zion, Mt. Zion Rd., Pine Grove, Ca.)
 - 4. Attachment E is hereby deleted.

IN WITNESS WHEREOF, the parties have ethe date first set forth above.	executed this Third Amendment as of
COUNTY: COUNTY OF AMADOR	CONTRACTOR: DELTA WIRELESS, INC, a California corporation
BY:	BY:
APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL COUNTY OF AMADOR	ATTEST: CLERK OF THE BOARD OF SUPERVISORS COUNTY OF AMADOR
BY:	BY:

5. Except as set forth in this Second Amendment, the Original Agreement shall remain unmodified and in full force and effect.

AGENDA TRANSMITTAL FORM

	AGENDA	IKANSIII	I I AL FURIM	Regular Agenda
To: <u>Board o</u>	of Supervisors			Consent Agenda Blue Slip
Date: January 22, 2	014			Closed Session Meeting Date Requested:
From: Theodore F.	Novelli, Chairman	Ph	one Ext. x470	January 28, 2014
(Dep	artment Head - please type)			
Department Head	Signature			
Agenda Title: Board o	f Supervisors			
Approval of a Subord	ailed summary of the purpose of this Jination Agreement between Mi t 4005 Teton Ct. in Ione, Californ	ichael A. Nygren		nd the County of Amador. Subject
Recommendation/Requ	iested Action:			
Fiscal Impacts (attach t	oudget transfer form if appropriate)		Staffing Impacts	
Is a 4/5ths vote require	d? Yes ☐ No ☐		Contract Attached: Resolution Attached:	Yes No N/A Yes No N/A
Committee Review? Name		N/A 🗌	Ordinance Attached Comments:	Yes No N/A
Committee Recommen	dation:			
Request Reviewed by:			<u> </u>	
Chairman		Counsel		
Auditor		GSA Dire	ector	
CAO		Risk Mai	nagement	
Distribution Instructions	: (Inter-Departmental Only, the reque	esting Department is	responsible for distribution or	utside County Departments)
After approval return	n to Clerk of the Board for coord	lination with not	ary and signature.	
	F	OR CLERK US	E ONLY	
Meeting Date janua	ary 28, 2014	Time	9 a.m.	Item#
Board Action: Appr	oved Yes No Unan	imous Vote: Yes	_No	
Ayes:	Resolution	Ordinance	9	Other:
NoesAbsent:	Resolution	Ordinance	9	
Distributed on	Comments: A new ATF is required from		nis is a true and correct copy on ador County Board of Super	of action(s) taken and entered into the official visors.
Completed by	Department For meeting			
	of	Clerk o	or Deputy Board Clerk	

Save

RECORDING REQUESTED BY 2015008450-GC 003-752-025-000 WHEN RECORDED MAIL TO County of Amador

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Α

Order No.:

APN:

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 21st day of January, 2014, by Michael A. Nygren and Kathrine R. Nygren, owner of the land hereinafter described and hereinafter referred to as "Owner", and County of Amador, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary":

WITNESSETH

THAT WHEREAS, Michael A. Nygren and Kathrine R. Nygren did execute a deed of trust, dated June 22, 2007, to Financial Title Company, as Trustee, covering;

* * * See "Exhibit A" attached hereto and made a part hereof. * * *

to secure a note in the sum of \$100,000.00, dated June 22, 2007, in favor of County of Amador, which deed of trust was recorded on June 29, 2007, in Book/Reel n/a, at Page/Image n/a, Series/Instrument 2007-0007349-00, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$146,095.00, dated _, in favor of hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien of charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD.

- (1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned;
- (2) That Lender would not make its loan above described without this subordination agreement;
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He/She consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He/She intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the Note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(CLTA SUBORDINATION FORM "A")

ORTIC-951 2/94 2 of 3

Signature of Beneficiary(s)

Signature of Owner(s)

County of Amador	Michael A. Nygren				
	Katherine R. Nygren				
State of	State of				
County of	County of				
On before me,	On before me,				
Public, personally appeared	Public, personally appeared				
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERBURY under the laws of the State of				
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
WITNESS my hand and official seal.	WITNESS my hand and official seal.				
Signature:	Signature:				
Name:	Name:				
(typed or printed) (Seal)	(typed or printed) (Seal)				

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(CLTA SUBORDINATION FORM "A")

ORTIC-951 2/94 3 of 3

AGENDA TRANSMITTAL - Nise apptor Regular Agenda Consent Agenda To: **Board of Supervisors** Blue Slip Closed Session Date: January 21, 2014 Meeting Date Requested: From: Theodore F. Novelli Phone Ext. 470 January 28, 2014 (Department Head - please type) Department Head Signature _ Agenda Title: Amador County Mental Health Board Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) Request approval of the re-appointment of Bryan Middleton to the subject Board as Representative from the Amador County Sheriff's Office for a term of three (3) years. Recommendation/Requested Action: Approval Fiscal Impacts (attach budget transfer form if appropriate) Staffing Impacts Is a 4/5ths vote required? Contract Attached: Yes 🗌 No N/A 🔀 Yes 🔲 No X Resolution Attached: N/A 🔀 Yes 🗍 N/A Committee Review? Ordinance Attached N/A 🔀 Yes No Name Comments: Committee Recommendation: Request Reviewed by: Chairman GSA Director HOP CAO Risk Management Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) John Jahn; Committee Clerk to send letter to appointee FOR CLERK USE ONLY Meeting Date Time <u>January 28, 2014</u> Board Action: Approved Yes___ No___ Unanimous Vote: Yes No___ Resolution Ayes: Ordinance Noes Resolution Ordinance Absent: Comments: 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 Distributed on records of the Amador County Board of Supervisors. Department ATTEST: Completed by For meeting

Clerk or Deputy Board Clerk

AMADOR COUNTY BOARD OF SUPERVISORS

COUNTY ADMINISTRATION CENTER *810 COURT STREET * JACKSON, CA * 95642 (209) 223-6470

COMMITTEE MEMBER APPLICATION FORM

Date JANUARY 14, 2014

Please consider me for the following committee:
AMADOR COUNTY MENTAL HEALTH BOARD
NAME: BRYAN MIDDLETON
Mailing Address:
Physical Address:
Business Address: SAME AS ABOVE SAME AS ABOVE
SAME AS ABOVE
Telephone - Home: Work:
Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):
REPRESENTAVIVE FROM THE AMADOR COUNTY SHERIFFS
OFFICE
·
1 m. 1.1141
Please be aware this completed form may be released to any member of the public or media upon request.
-FOR CLERKS USE ONLY-
Application Accepted Application Rejected
Date Appointed Committee Number
Term Expires Supervisorial District

AGENDA TRANSMITTAL FORM

		<u>A IRANSIII</u>	ITAL FURM		Regular Agenda Consent Agenda
	of Supervisors		16) ·		Blue Slip Closed Session
Date: January 21,	2014	Nu		Ma	eting Date Requested:
From: JON HOPKIN	IS, DIRECTOR - GSA		ione Ext. X759		nuary 28, 2014
	partment Head-please type)		ione Lat. <u>Alias</u>		luary 26, 2014
Department Head	Signature 2				
Agenda Title:					
	se with Bidding\for/Ford Focus using S				
Summary: (Provide de	tailed summary of the purpose of thi	s item; attach addition	nal page if necessary)		
competitive bidding	e Sections 10298 and 10299 au as the formal bid process has l dgeted for a new vehicle which Downtown Ford.	oeen satisfied thro	ough the State of Californ	ia under Conti	ract No. 1-13-23-10A .
	I) Dispense with the bidding puter and the amount of \$17,616.63 for a superior and the amount of \$17.616.63 for a superior and \$17.				
see above					
Fiscal Impacts (attach	budget transfer form if appropriate)		Staffing Impacts N/A		
N/A - Paid for by gra	nd funding				
ls a 4/5ths vote require	ed? Yes ⊠ No □		Contract Attached:		No□ N/A ⊠
Committee Review?		N/A 🔀	Resolution Attached: Ordinance Attached Comments:		No N/A X
Committee Recommen	dation:		Comments.		
Request Reviewed by					
Chairman		Counsel	68		
Auditor			1		
CAO		RISK Ma	nagement		
Distribution Instructions	s: (Inter-Departmental Only, the requ	esting Department is	responsible for distribution o	utside County D	epartments)
Jon Hopkins, GSA D	rector.				
		FOR CLERK US	E ONLY		
Meeting Date Janu	nary 28, 2014	Time	9 a.m.	Item#	7A
Board Action: Appr	oved Yes No Una	nimous Vote: Yes	No		
Ayes:				Other:	
Noes	Resolution	Ordinanc			
Absent:	Comments:				
Distributed on	A new ATF is required from		nis is a true and correct copy mador County Board of Super		n and entered into the official
Completed by	Department	ATTEST:			
Completed by	For meeting of		or Deputy Board Clerk		

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NEW FORD FOCUS SE STATE OF CALIFORNIA CONTRACT 1-13-23-10A 4-DOOR SEDAN

	#4E 000 00	2	ı
SACRAMENTO	\$15,896.00	Z	ı
SACIVAIVILITO			,

MAJOR STANDARD EQUIPMENT		
2.0L – FLEX FUEL ENGINE, 6-SPEED TRANSMISSION, AIR CONDITIONING	i, No anten	
POWER LOCKS, POWER WINDOWS, TILT WHEEL, CRUISE CONTROL, CYT	NC, AMITIMI.	
W/SINGLE CD, FRONT FLOOR MATS, 16" ALUMINUM WHEELS	PRICE	V
AVAILABLE OPTIONS	1025.00	
5DOOR HATCHBACK		
REVERSE SENSING	251.00	
SE WINTER PACKAGE (ALL WEATHER MATS, HEATED	486.00	
FRONT SEATS, HEATED MIRRORS)		
SIRIUS SATELLITE RADIO (INCL 6MO PREPAID SUBSCR.)	191.00	
REMOTE START SYSTEM	338.00	
DAYTIME RUNNING LAMPS	40.00	V
SHOP SERVICE MANUAL (CD ROM)	279.00	
PARTS MANUAL (CD ROM)	258.00	
EXTRA KEY (LASER CUT)	195.00	1
UNDERSEAL CHASSIS	390.00	
REAR FLOOR MATS	75.00	
MANUAL TRANSMISSION	(870.00)	
VEHICLE ALARM W/GLASS BREAKAGE	395.00	
WARRANTY		
EXTRA CARE, 5YR/100,000 MILE/\$0 DEDUCTIBLE (FORD ESP)	1632.00	

DOWNTOWN FORD SALES
525 N. 16TH STREET, SACRAMENTO, CA 95811
PH: (916) 442-6931, FAX: (916) 491-3138
CONTACT: DAVE FORBESS -or- SANDRA SCOTT

 $dave for bess@down town for ds ales. com\\ sandrascott@down town for ds ales. com$

PURCHASE REQUISITION Budget/Line Item	NERAL SERVICES ADMINISTRATION	AMADOR COUNTY DATE
Budget/Line Item 5 1 0 6 - 5 6 2 0 0		12/18/13
Þ		For Purch
w	VENDORS	asing Departmer

				Surnes	APPROVED BY	ment, and that there are funds available to cover cost of same. CHRIS CONRADY APPR	ment, and the
	JRCHASE BY:	the depart- APPROVED FOR PURCHASE BY:		necessary for	ervices requested hereon are	I hereby certify, upon my own personal knowledge, that the articles or services requested hereon are necessary for use by	I hereby certi
			\$0.00			3Y:	
		gggggggggggggggggggggggggggggg	\$0.00			DEC 1 9 2013	
			\$0.00		, and also the sale	RECEIVED	
			\$0.00				
			\$0.00				
annegalikysi kirkos erikki Princy-lakk			\$0.00				
			\$0.00			PLEASE SEE THE ATTACHED	
			\$0.00	\$17,403.12	TOTAL \$17,		
			\$0.00	\$1,289.12	SALES TAX \$1,28		
				\$16,114.00	\$16,	2018 FORD FOCUS SE 4-DOOR SEDAN	>
QUOTE	QUOTE	QUOTE	R ESTIMATED TOTAL COST	ESTIMATED UNIT PER PRICE		GIVE FULL DESCRIPTION: SIZE, MATERIAL, COLOR, CATALOG NO. PACKAGING, ETC	QUANTITY
	=)E	ZIP CODE.	STATE	ATTN: MARI GALINO	CITY
ganggy light stiff a st					_		ADDRESS
				EI	TELEPHONE.	DR DOWNTOWN FORD SALES	PREFERRED OR SUGGESTED VENDOR
						ALREADY ORDERED	O ALRE
	,		#:	Vendor #:		SE ORDER	PLEASE
			131	ext#	NAME OF DEPARTMENT	The following supplies are required by SOCIAL SERVICES	The following
	4212.0		727	1 6 0	FUND 1 0 1		
n	₩ (Þ	6 2 0 0	6 - 5	Budget/Line Item 5 1 0		
t Use Only	For Purchasing Department Use Only	For Purcha			DATE 12/18/13	AMADOR COUNTY GENERAL SERVICES ADMINISTRATION	GEN

) Divines

QUOTATION

DOWNTOWN FORD SALES 525 N16th Street, Sacramento, CA. 95814 916-442-6931 fax 916-491-3138

QUOTATION -

Cus	tomer	. /		
Name	AMADOR COUNTY	1 [Date	1/9/2014
Address			REP	FORBESS
City	CA		Phone	
Phone) (r	FOB	
<u> </u>		_		

Qty	Description		Unit Price	TOTAL
1	2014 FORD FOCUS SE		\$15,896.00	\$15,896.00
1 1	DAYTIME RUNNING LIGHTS EXTRA KEY (LASER CUT)		\$40.00 \$195.00	\$40.00 \$195.00
1	DOC FEE		\$80.00	\$80.00
D,	ayment Details			\$16,211.00
0	ayment belans	Taxes	SHIPPING 8	\$100.00 \$1,296.88
•			TIRE FEE	\$8.75
0			TOTAL	\$17,616.63
0		Offic		

0.00 *

0.00 *

17,616,63 +

176 - 17 +

17,700.00

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS



COUNTY OF AMADOR SUMMARY OF FIXED ASSETS - FISCAL YEAR 2013-2014

TOTAL	GENERAL SERVICES ADMINISTRATION - MOTOR POOL (7800) 5 VEHICLES (LAW ENFORCEMENT) \$27	SOCIAL SERVICES (5106) 1 LAPTOP FOR TRAINING 1 VEHICLE TOTAL	PUBLIC HEALTH (4000) 1 COMPUTER	PUBLIC WORKS (3000) BLDG IMPROV. (WELDING SHOP PREVENT MAINT.) HEAVY EQUIPMENT TOTAL	RECORDER (2710) 2 COMPUTERS (Paid by Trust)	SURVEY & ENGINEERING (1940) GPS SATELUTE SURVEY SYSTEM UPGRADE	ACO COUNTY IMPROVEMENT (1810) CAPITAL IMPROVEMENTS (VARIOUS BLDG IMPR)	ELECTIONS (1510) HAVA GRANT	TAX COLLECTOR (1230) PORTION OF MEGABYTE SERVER	ASSESSOR (1220) PORTION OF MEGABYTE SERVER	2013-2014 RECOMMENDED
\$661,900	(7800) \$275,000	\$1,500 \$18,000 \$19,500	\$900	\$5,000 \$50,000 \$55,000	\$1,500	\$20,000	\$250,000	\$30,000	\$5,000	\$5,000	
TOTAL	GENERAL SERVICES ADMINISTRATION - MOTOR POOL (7800) 5 VEHICLES (2 LAW ENFORCEMENT) \$275,0	SOCIAL SERVICES (5106). 1 LAPTOP FOR TRAINING 1 VEHICLE TOTAL	PUBLIC HEALTH (4000) 1 COMPUTER	PUBLIC WORKS (3000) BLDG IMPROV. (WELDING SHOP PREVENT MAINT.) HEAVY EQUIPMENT TOTAL	RECORDER (2710) 2 COMPUTERS	SURVEY & ENGINEERING (1940) GPS SATELLITE SURVEY SYSTEM UPGRADE	ACO COUNTY IMPROVEMENT (1810) CAPITAL IMPROVEMENTS (VARIOUS BLDG IMPR)	ELECTIONS (1510) HAVA GRANT	TAX COLLECTOR (1230) PORTION OF MEGABYTE SERVER	ASSESSOR (1220) PORTION OF MEGABYTE SERVER	2013-2014 ADOPTED
\$661,900	<u>OL (7800)</u> \$275,000	\$1,500 \$18,000 \$19,500	\$900	\$5,000 \$50,000 \$55,000	\$1,500	\$20,000	\$250,000	\$30,000	\$5,000	\$5,000	

State Controller County Budget Act

DEPARTMENT OF
SOCIAL SERVICES 5106
Function: Public Assistance
Activity: Administration

FINANCING USES CLASSIFICATION

Social Serv		00900	n o		56200			54031	54030	54029		Ç.	53000	52040	52000	27877	0/8/0	52874	52870	52800	52700	52600	52500	52400	52300	52211	52200	52000	51800	51760	51200			50500	50400	50310	50300	50110	50102	50100		
Social Services Fund: #11600	GRAND TOTAL - DEPT. OF SOCIAL SERVICES			TOTAL - DEBT OF SOCIAL SERVICES			TOTAL OTHER CHARGES			OTHER CHARGES 29 TRANSPORTATION							` ~											00 MEMBERSHIPS				SERVICES AND SUPPLIES	TOTAL SALARIES/EMPLOYEE BENEFITS					10 STANDBY			SALARIES AND EMPLOYEE BENEFITS	
	4,250,617.69	296,599.00	3,954,018.69	52,165.00	52,165.00	4.0,40.00	218 121 07	843 63	28,359,59		1,056,658.60	+ 46,690.31	490.11	23,211.16	21,193.32	49,856.67	1,230.24	12,252.00	18.086.00	2,032.46	0.00	547 412 65	30 EUS 2	7 57	370 577 76	35,545,73	18,624.00	40 C.00	14,271.50	290.00	26,713.92		2,629,074,02	20.130.74	332,722.07	136,409,48	308,638,95	18,184.35	55,005.19	1,757,983.24	2011-2012	ACTUAL
	4,416,090.78	90.815.00	4,325,275.78	3,119.37	3,119.37	107,945.25	1,270.46	117,652.36	39,022.43		1,147,385.47	49,485,15	1,207.31	26,234.01	18,007.86	35,946,34	1 212 99	13.870.00	13 341 88	823.67	0.00	#,022.03	131.63	263,487.95	30,401.28	56,130.47	19,555.00	1,073.63	25,385.02	40.00	30,361.65		3.016.825.69	26.018.78	418,654,66	154 855 55	326.058.39	18.541.05	43,249,65	2,029,436,61	2012-2013	TOTAL TOTAL
	5.427.024.00	367 227 00	5,059,627,00	19,500.00	19,500.00	226,360.00	2,000.00	180,000.00	44,360.00		1,279,922.00	53.800.00	1,200.00	30,200,00	28 290 00 00:000 80	57 500 00	00.040.00	18 840 00	33,530,00	39 909 00	590,885.00	8,000.00	580.00	267,090.00	30,402.00	55,100.00	20,000.00	1,300.00	26,290.00	500.00	35,250,00	2,000,000	3 533 845 00	30 453 00	554 185 an	470,300,00	407 907 00	20,790 no	50 000 00	2.290.912.00	2013-2014	
0.00.100	164,630,00		5 050 637 00	19,500.00	19.500 nn	226,360.00	2,000.00	180,000.00	44,360.00	Type by Chr. CO	1 270 922 00	5, k00.00	300,000 3,000,000	20,200,00	300.00	00.004	18,840.00	22,630.00	Ze,000.00	1,540.00	590,885,00	8,000.00	580.00	267,090.00	30,402.00	55,100.00	20,000.00	1,300.00	26,290.00	500.00	35 250 00	0,000,040.00	3 533 845 00	33, 100,00	FR 185.00	00'788'704	707 007 00	30,300,00	#0 000 00	2.290.912.00	ADOPTED 2013-2014	A spik plu, spin, spin, inc.