

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/16/2014

*Agmt*

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

Phone Ext. 412

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>06/24</u>	
<u>07/15/2014</u>	

Department Head Signature *[Signature]*

Agenda Title: Crestwood Behavioral Health and Amador County Behavioral Health Agreement FY 2014-2015

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this Agreement with Crestwood Behavioral Health which provides long term psychiatric treatments services to Amador County Behavioral Health clients.

This Agreement changes the term and fee schedule, rates increased by \$7.00.

Recommendation/Requested Action:

**Approval of Agreement**

Fiscal Impacts (attach budget transfer form if appropriate) <u>None</u>	Staffing Impacts <u>None</u>
--	------------------------------

Is a 4/5ths vote required? Yes  No

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

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

Request Reviewed by:

Chairman <u><i>[Signature]</i></u>	Counsel <u><i>[Signature]</i></u>
Auditor <u><i>[Signature]</i></u>	GSA Director <u><i>[Signature]</i></u>
CAO _____	Risk Management <u><i>[Signature]</i></u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Please return two original Agreements to Angie Grau in Behavioral Health *RISK*

### FOR CLERK USE ONLY

Meeting Date June 24, 2014 Time 9 a.m. Item # 4/J

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

## SERVICES AGREEMENT

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 CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, dba: American River Behavioral Health Center, a California corporation (the "Contractor").

### RECITALS

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

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

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This agreement shall continue in effect through June 30, 2015. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
- 4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.
5. COMPENSATION TO CONTRACTOR; PAYMENT.
- 5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.
- 5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
- 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.
- 5.4 Payment for services provided by Contractor to County MediCal eligibles will be made through the TAR process and the MediCal Fiscal Intermediary, EDS. Preliminary TARS must be submitted to Amador County Mental Health within 24 hours of admission to Contractor's facility with final TARS to be submitted within one (1) week of discharge. County will process TARS within 14 days of receipt at address below:

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

6. SUPERVISION OF THE WORK.

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

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

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

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

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

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

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

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

#### 10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

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

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

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall review at least monthly, pursuant to (42 CFR 455.436), 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 or [Risk@amadorgov.org](mailto:Risk@amadorgov.org) as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

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

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

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

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

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

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

13. INDEMNIFICATION. Contractor will indemnify, reimburse, hold harmless and defend County, its officers, agents, or employees from any and all liability, damages, loss, costs, and obligations, including court costs and reasonable attorney's fees, arising out of any claim, suits, judgments, loss, or expense occasioned by, but not limited to, injury or death of any person or persons, or loss or damage to any property, resulting from the act or omission of Contractor, in connection with performance of this Agreement. County will indemnify, reimburse, hold harmless and defend Contractor from any and all liability, damages, loss, costs, and obligations, including court costs and reasonable attorney's fees, arising out of any claim, suit judgment, loss, or expense occasioned by, but not limited to,

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

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



executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

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

To Contractor: CRESTWOOD BEHAVIORAL HEALTH, INC., a  
Delaware Corporation, dba: American River  
Behavioral Health Center, a California corporation  
(the "Contractor").  
520 Capital Mall, Suite 800  
Sacramento, CA 95814

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

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

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

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and administration of the Agreement for three years after final payment hereunder.

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


COUNTY OF AMADOR

BY: \_\_\_\_\_  
Theodore F. Novelli,

CONTRACTOR:

CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, dba: American River Behavioral Health Center, a California corporation (the "Contractor").

Board of Supervisors

BY:   
George C. Lytal, President

Federal I.D. No.: 68-0399495

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Gregory Gillott  
County Counsel

BY: \_\_\_\_\_  
Deputy

## **ATTACHMENT A - SCOPE OF WORK**

Contractor shall provide to County patients referred by the Amador County Behavioral Health Director or his or her designee all of the services.

Contractor shall provide treatment services for Amador County residents who are under the general supervision of the Amador County Behavioral Health Director or his/her designee for purposes of treatment, planning, and coordination. County agrees to make available all pertinent data and records for review when necessary for the provision of treatment services.

**ATTACHMENT B - FEE SCHEDULE**

Amador County uses one of many facilities under Crestwood Behavioral Health, Inc. All clients are pre-approved for psychiatric treatment placement prior to being admitted to any facility or any service being rendered.

This contract shall not exceed Two Hundred Fifty Thousand Dollars and no/cents (\$250,000.00)

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

07/01/2014

**TOTAL WITH ENHANCED SERVICES**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

**IMD 18-64**

		<b>BASIC</b>	<b>ENHANCED</b>	<b>TOTAL</b>
VALLEJO	(37 BED)	185.60	17.00	202.60
		185.60	30.00	215.60
		185.60	50.00	235.60
		185.60	80.00	265.60
REDDING WELLNESS AND RECOVERY		185.60	10.00	195.60
		185.60	20.00	205.60
		185.60	40.00	225.60
		185.60	50.00	235.60

**TOTAL WITH ENHANCED SERVICES**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511

C.

**NON IMD 18-64**

STOCKTON			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	185.60	14.00	199.60
MODESTO			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	185.60	14.00	199.60
FREMONT GTC	NON MEDI CAL	215.26	118.00	333.26
	NEURO-BEHAV		118.00	118.00
	CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT		0.00	28.00	28.00
		0.00	50.00	50.00
			80.00	80.00
			118.00	118.00

**The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511**

C.

**MENTAL HEALTH REHAB CENTERS**

SACRAMENTO	MHRC		198.00
	SUB ACUTE		239.00
SAN JOSE			236.00
	PREGNANT		246.00

VALLEJO	LEVEL 1	292.00
	LEVEL 2	248.00
	LEVEL 3	220.00
	LEVEL 4	207.00
ANGWIN	LEVEL 1	283.00
	LEVEL 2	226.00
	LEVEL 3	184.00
BAKERSFIELD	LEVEL 1	239.00
	LEVEL 2	530.00
EUREKA		249.00

**The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.**

**PSYCHIATRIC HEALTH FACILITIES**

SACRAMENTO		778.68
SAN JOSE		870.00
	INDIGENT	970.00
SOLANO		805.00
KERN		850.00
AMERICAN RIVER		724.22

**COMMUNITY CARE CENTERS**

BRIDGEHOUSE(EUREKA)	DAY TREATMENT	140.00
	RCFE	113.00

	ARF	90.00
	BRIDGE	160.00
OUR HOUSE		100.00
BRIDGE(KERN)		160.00
AMERICAN RIVER RESIDENTIAL		105.00
PLEASANT HILL BRIDGE		105.00
PLEASANT HILL PATHWAYS		155.00
FRESNO		160.00
VALLEJO RCFE		110.00

<b>GEROPSYCH 65+</b>
----------------------

	ENHANCED	TOTAL
STOCKTON	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
VALLEJO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
MODESTO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
REDDING GTC	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	20.00	20.00
	28.00	28.00
	50.00	50.00



**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, dba: American River Behavioral Health Center, a California corporation (the “Contractor”).  
(the “Contractor”), certifies as follows:

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

Federal I.D. No. or Social Security No: 68-0399495

Printed Name: George C. Lytal Date 6/10/2014

Title: President & CEO

Signature: 

## CERTIFICATE OF INSURANCE

This *Certificate* is issued as a matter of information only and confers no rights upon the Certificate Holder. This *Certificate* is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein.

**CERTIFICATE HOLDER:** *County of Amador*, a California County, 10877 Conductor Blvd., Suite 33, Sutter Creek, CA 95685

**INSURED:** *Crestwood Behavioral Health Inc (all locations)*, 520 Capitol Mall #800, Sacramento, CA 95814

**COVERAGES:**

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to the terms and conditions, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

**WORKERS COMPENSATION CARRIER:**

*National Union Fire Insurance Co.*, Policy 038238324 ; 1/1/2014-1/1/2015  
Statutory WC; Employers Liability \$1,000,000 claim/aggregate/employee

**GENERAL & PROFESSIONAL LIABILITY CARRIER:**

*Chartis Specialty Lines Insurance Co.*, Policy 1929732; 1/1/2014-1/1/2015  
\$1/6,000,000 Each & Aggregate Claims; Occurrence Manuscript form both parts;  
Products/Completed Operations \$6,000,000; Personal/Advertising \$1,000,000

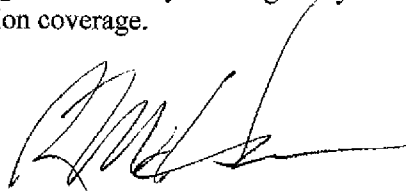
**DESCRIPTION OF OPERATIONS:** Psychiatric & Skilled Nursing Facility

**CANCELLATION:**

Should any of the above described policies be cancelled prior to expiration, the issuing company will endeavor to mail 30 days written notice to the certificate holder but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents, brokers or representatives.

Certificate holder is an *Additional Insured* for general liability coverage only.  
*Subrogation* is waived for workers compensation coverage.

Robert M. Hunt, Authorized Representative  
RM Hunt & Associates, Inc.  
625 Second St. Suite #206  
Petaluma CA 94952      Tel: 707 769 2970



1/6/2014

ENDORSEMENT

This endorsement, effective 12:01 AM: 01/01/2014

Forms a part of policy no: GL 1929732

Issued to: CRESTWOOD BEHAVIORAL HEALTH INC

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED'S ENDORSEMENT

The HEALTHCARE GENERAL LIABILITY OCCURRENCE COVERAGE PART is amended as follows:

Schedule

ANY CALIFORNIA COUNTY

In Section II, WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you

The insurance provided to the scheduled person or organization will not exceed the coverage and/or limits of this Policy.

All other terms, conditions and exclusions of the policy remain unchanged.



Authorized Representative  
Or Countersignature (in states where applicable)

Manuscript

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/24/14	

To: Board of Supervisors

Date: June 16, 2014

A grant

From: Jon Hopkins, Dir.  
(Department Head - please type)

Phone Ext. X759

Department Head Signature \_\_\_\_\_

Agenda Title: First Amendment - Sutter Medical Foundation County of Amador

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

On May 16, 2014 and May 23, 2014 RFQ 14-16 was let out for County Health Officer. RFQ's from interested parties are expected June 19, 2014 at which time will be reviewed and interviews set up followed by selecting a candidate. As insufficient time was given to develop a RFQ and proceed with execution of a new contract, the current Health Officer is willing to extend his contract until September 30, 2014. Attached for consideration is a First Extension with Sutter Medical Foundation.

Recommendation: Approved the First Extension with Sutter Medical Foundation for Health Officer Services until September 30, 2014, or until a replacement agreement can be executed at which time the agreement with Sutter Medical Foundation will be terminated.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

N/A

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman KS

Counsel GG

Auditor \_\_\_\_\_

GSA Director hop

CAO \_\_\_\_\_

Risk Management mev

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

GSA-Jon Hopkins; HHS-James Foley ; Risk

### FOR CLERK USE ONLY

Meeting Date June 24, 2014 Time 9 a.m. Item # 4K

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

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

Save

**SUTTER MEDICAL FOUNDATION  
COUNTY OF AMADOR**

**FIRST EXTENSION  
TO  
AGREEMENT FOR HEALTH OFFICER SERVICES**

This First Extension of the Agreement for Health Officer Services (the "Extension") is entered into as of **July 1, 2014** (the "Effective Date"), by and between **Sutter Medical Foundation**, a California nonprofit public benefit corporation ("Foundation") and the **County of Amador**, a political subdivision of California ("County").

**RECITALS**

A. The County and Robert Hartmann M.D. ("Physician") entered into an Agreement for Health Officer Services effective as of July 1, 2010 pursuant to which Physician provides health officer services to the County (the "Agreement"). The Agreement was first amended on July 1, 2011, and again on July 1, 2013. The parties then executed an Assignment and Assumption Agreement to assign the rights, privileges and interests under the Agreement from Physician to the Foundation. The Agreement, as amended and assigned, expires by its terms on June 30, 2014. The Agreement, as amended and assigned, is attached to this Extension as **Attachment A**.

B. The parties wish to extend the term of the Agreement in accordance with the terms and conditions set forth herein to permit the County additional time to enter into a replacement agreement whereupon the Agreement with the Foundation will be terminated.

NOW, THEREFORE, the parties agree as follows:

**AGREEMENT**

1. **Extended Term**. The term of the Agreement shall be extended through **September 30, 2014**, or until the date when the County enters into a replacement agreement, whichever is earlier, subject to earlier termination as set forth in the Agreement.
2. **No Other Changes**. Except as set forth in this Extension, no other modifications are being made to the Agreement, and the Agreement shall remain in full force and effect.
3. **Counterparts**. This Extension may be executed in multiple counterparts, and counterpart signature pages may be assembled to form a single, fully executed document.

*Signature Page Follows*

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Extension on the dates set forth below, to be effective as of the Effective Date.

**FOUNDATION:**

**SUTTER MEDICAL FOUNDATION, a  
California nonprofit public benefit  
corporation**

Date: 6-16-11

By: Thomas Blain  
Name: THOMAS BLAIN  
Title: CEO

**COUNTY:**

**COUNTY OF AMADOR, a political  
subdivision of California**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:  
OFFICER OF THE COUNTY COUNSEL  
COUNTY OF AMADOR**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:  
CLERK OF THE BOARD OF  
SUPERVISORS  
COUNTY OF AMADOR**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**Attachment A**  
**[See Agreement attached]**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption (the "Assignment") of the agreement attached hereto as Exhibit A, as amended, (the "Agreement") is made and entered into by and between SUTTER MEDICAL FOUNDATION, a California nonprofit public benefit corporation ("Buyer"), ("Assignee"); ROBERT HARTMANN M.D., ("Seller") ("Assignor"); and the COUNTY OF AMADOR, a political subdivision of California, ("County"), in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with reference to the following facts.

### RECITALS

- A. Pursuant to the terms of the certain asset purchase agreement by and between Buyer and Seller ("Asset Purchase Agreement"), Buyer is acquiring the Assets, as described therein, including Seller's interest in and to the contracts that are Assigned Contracts.
- B. The Agreement is designated as an Assigned Contract in the Asset Purchase Agreement.
- C. Assignor desires to assign to Assignee all of its right, title and interest to the Agreement and County is willing to consent to such assignment of the Agreement.

### AGREEMENT

NOW THEREFORE, Assignor, Assignee and County agree, subject to and effective upon consummation of the transactions contemplated by the Asset Purchase Agreement, as follows:

1. Defined Terms. Except as otherwise expressly provided in this Assignment to the contrary, any capitalized terms shall have the meaning ascribed to them in the Asset Purchase Agreement.
2. Assignment and Assumption Time. This Assignment shall become effective as of the Closing, which is presently anticipated to be 12:01 am on March 3, 2014.
3. Assignment of Agreement and Assumption of Prospective Obligations Thereunder.
  - a. Assignment. Subject to the terms and conditions of this Assignment, Assignor hereby transfers, conveys and assigns to the Assignee all of its rights, privileges and interests in and under the Agreement, and Assignee hereby accepts such rights, privileges and interests accruing from and after the Closing.
  - b. Assumption. Subject to the terms and conditions of this Assignment, Assignee hereby assumes and agrees to pay, satisfy fully, perform and discharge when due the duties, obligations and liabilities of Assignor under the Agreement accruing from and after the Closing. Assignor shall



remain liable for any and all obligations accruing or arising under the Agreement prior to the Closing.

4. County Consent. County hereby consents to this assignment of the Agreement.
5. Assignor's Representations and Warranties. Assignor hereby warrants and represents the following:
  - a. Assignor has full authority to enter into this Assignment;
  - b. Any and all consents, approvals, resolutions and authorizations, if applicable, required of Assignor for the authorization, execution and delivery of this Assignment have been obtained;
  - c. As of the Closing, the Agreement is in full force and effect, valid and binding on the parties thereto;
  - d. No party to the Agreement is in material breach or default, and no event has occurred that, with notice or lapse of time, would constitute a material breach or default or permit termination, modification or acceleration thereunder;
  - e. There are no disputes, oral agreements, other amendments (except for amendments in a writing that have been furnished to Assignee) or forbearance programs in effect as to the Agreement; and
  - f. Assignor has not received or given notice of termination, notice of renegotiation, or notice of intent not to renew the Agreement, and Assignor has no reason to believe that any such notice is forthcoming.
6. County's Representations and Warranties. County hereby warrants and represents the following:
  - a. County has full authority to enter into this Assignment;
  - b. Any and all consents, approvals, resolutions and authorizations, if applicable, required of County for the authorization, execution and delivery of this Assignment have been obtained;
  - c. As of the Closing, the Agreement is in full force and effect, valid and binding on the parties thereto;
  - d. No party to the Agreement is in material breach or default, and no event has occurred that, with notice or lapse of time, would constitute a material breach or default or permit termination, modification or acceleration thereunder;

- e. There are no disputes, oral agreements, other amendments (except for amendments in a writing that have been furnished to Assignee) or forbearance programs in effect as to the Agreement; and
- f. County has not received or given notice of termination, notice of renegotiation, or notice of intent not to renew the Agreement, and County has no reason to believe that any such notice is forthcoming.

7. Amendments. As of the Closing, the Agreement shall be amended as follows:

- a. *Recital C.* Recital C is deleted in its entirety and is replaced with the following:

C. Sutter Medical Foundation has entered into a Professional Services Agreement with Sutter Medical Group, whereby Sutter Medical Foundation retains the services of Physician who is employed by Sutter Medical Group.

- b. *Recital D.* New Recital D is as follows:

D. County desires to engage Sutter Medical Foundation to provide Physician to perform the work described below, upon the terms and conditions set forth in this Agreement.

- c. *Foundation Insurance.* Sections 9.1.1 and 9.3.2 of the Agreement are hereby deleted in their entirety and are replaced with the following:

9.1.1 Commercial Liability – Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence for bodily injury and property damage, including endorsements for the following coverage: Premises, personal injury, products and completed operations and blanket contractual liability.

9.3.2 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.

- d. *Foundation Insurance.* The third and fourth sentences in Section 9.5 of the Agreement are deleted in their entirety.

- e. *Physician Insurance.* New section 9.6 of the Agreement shall be as follows:

9.6 Foundation shall ensure that Sutter Medical Group or Physician shall maintain Commercial General Liability insurance in an amount not less than \$1,000,000 per claim, Workers Compensation insurance as required by the laws of California and Employer's Liability Insurance in an amount

of \$1,000,000 per accident/disease/disease policy limit.

- f. *Non Discrimination.* The second sentence in Section 14 of the Agreement is amended to begin as follows:

“To the extent applicable...”

- g. *Compensation.* The second sentence of Section 2 of the Second Amendment to Agreement for Health Officer Services is deleted in its entirety and is replaced with the following:

“For such compensation, Physician shall devote a minimum of 44 hours per month performing the services described in this Agreement.”

8. Further Assurances. Each party to this Assignment agrees to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effect the provisions of this Assignment.

9. Notice. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Assignment must be in writing and must be delivered, given or otherwise provided:

- a. By hand (in which case, it will be effective upon delivery, with concurrent written confirmation of delivery and receipt);
- b. By facsimile (in which case, it will be effective upon receipt of confirmation of good transmission; provided, the sender shall also deliver notice concurrently therewith by means provided in Section 8.a or 8.c; or
- c. By overnight delivery by a nationally recognized courier service through which delivery notification may be obtained (in which case, it will be effective on the Business Day after being deposited with such courier service);

In each case, to the address (or facsimile number) listed below:

If to Assignee, to:

Sutter Medical Foundation  
2700 Gateway Oaks, Suite 1200  
Sacramento, California 95833  
Facsimile: (916) 454-6987  
Attn: Thomas Blinn, CEO

With a copy to:

Sutter Health, Office of the General Counsel  
2200 River Plaza Drive, 3<sup>rd</sup> Floor  
Sacramento, California 95833  
Facsimile: (916) 286-6781  
Attn: Penny G. Westfall, Vice President and  
Regional Counsel

If to Assignor, to:

Robert Hartmann, M.D.  
815 Court Street Suite 7  
Jackson, California 95642

If to Contractor, to:

County of Amador, Board of Supervisors.  
810 Court St., Jackson, CA 95642  
Attn: Clerk of the Board of Supervisors

Each of the parties to this Assignment may specify a different address or facsimile number by giving notice in accordance with this section to each of the other parties hereto.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns, and nothing herein, expressed or implied, will give or be construed to give any Person, other than the parties and their permitted successors and assigns any legal or equitable rights hereunder.

11. Governing Law. This Assignment, the rights of the parties and all Actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

12. Conflicts. To the extent that any provision of this Assignment conflicts with any provisions of the Agreement, this Assignment shall control.

13. Multiple Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

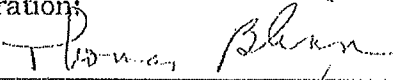
*~ Signature Page Follows ~*

~Signature Page~

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives.

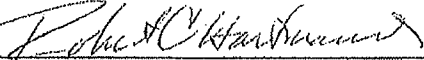
**ASSIGNEE:**

**SUTTER MEDICAL FOUNDATION,**  
A California nonprofit public benefit  
Corporation

By:   
Name: Thomas Blinn  
Title: CEO

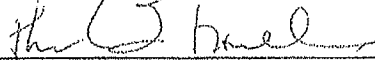
**ASSIGNOR:**

**ROBERT C. HARTMANN, M.D.**

By:   
Name: Robert C. Hartmann, M.D.  
Title: Health Officer

**COUNTY:**


**THE COUNTY OF AMADOR,**  
A political subdivision of California

By:   
Name: Theodore F. Novelli  
Title: Chairman, Board of Supervisors

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

By:   
Name: Gregory Gilott

**ATTEST:**  
**CLERK OF THE BOARD OF SUPERVISORS**  
**COUNTY OF AMADOR**

By:   
Deputy

SECOND AMENDMENT TO AGREEMENT FOR HEALTH OFFICER SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR HEALTH OFFICER SERVICES (this "Second Amendment") is made as of July 1, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and ROBERT HARTMANN, M.D., an individual ("Physician").

RECITALS

A. County and Physician executed an agreement (the "Original Agreement") dated as of July 1, 2010, whereby Physician agreed to provide certain services and to service as Health Officer for County, upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFOR, the parties agree as follows:

1. Section 3 of the Original Agreement shall be modified to read as follows:

3. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence as of July 1, 2013 and shall terminate on June 30, 2014 unless earlier terminated by one of the parties. This Agreement may be terminated by either party at any time by giving written notice to the other party not less than thirty (30) days before the intended date of termination; provided, however, that Physician shall give County not less than thirty (30) days' written notice of his intention to resign from his position as Health Officer in order to allow County time to find a replacement. County may immediately terminate this Agreement upon written notice to Physician in the event Physician fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement. In the case of such early termination, Physician shall be paid for all services satisfactorily rendered up to the effective date of termination.

2. Section 4 of the Original Agreement shall be modified to read as follows:

4. COMPENSATION TO PHYSICIAN. County shall pay Physician the sum of \$6,600 per month from July 1, 2013 through June 30, 2014. The compensation under this paragraph shall be for all duties as Health Officer, regardless of the time spent performing such tasks. Physician shall be paid monthly.

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

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

COUNTY OF AMADOR

PHYSICIAN

BY: Richard M. Forster

BY: Robert C. Hartmann, M.D.

Richard M. Forster

Robert C. Hartmann, M.D.

Chairman, Board of Supervisors

Federal I.D. No.: 409-80-1176

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

ATTEST:  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF AMADOR

BY: Gregory Elliott  
Gregory Elliott

BY: Shesa Kaphel  
Deputy

FIRST AMENDMENT TO AGREEMENT FOR HEALTH OFFICER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR HEALTH OFFICER SERVICES (this "First Amendment") is made as of July 1, 2011 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and ROBERT HARTMANN, M.D., an individual ("Physician").

RECITALS

A. County and Physician executed an agreement (the "Original Agreement") dated as of July 1, 2010, whereby Physician agreed to provide certain services and to service as Health Officer for County, upon the terms and conditions set forth in the Original Agreement.

B. County and Physician 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, THEREFOR, the parties agree as follows:

1. Section 3 of the Original Agreement shall be modified to read as follows:

3. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence as of July 1, 2010 and shall terminate on June 30, 2013 unless earlier terminated by one of the parties. This Agreement may be terminated by either party at any time by giving written notice to the other party not less than thirty (30) days before the intended date of termination; provided, however, that Physician shall give County not less than thirty (30) days' written notice of his intention to resign from his position as Health Officer in order to allow County time to find a replacement. County may immediately terminate this Agreement upon written notice to Physician in the event Physician fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement. In the case of such early termination, Physician shall be paid for all services satisfactorily rendered up to the effective date of termination.

2. Section 4 of the Original Agreement shall be modified to read as follows:

4. COMPENSATION TO PHYSICIAN. County shall pay Physician the sum of \$6,080 per month from July 1, 2010 through October 31, 2010, \$8,240 per month from November 1, 2010 through December 31, 2010, \$7,100 per month from January 1, 2011 through June 30, 2011, and \$6,600 per month from July 1, 2011 through June 30, 2013. The compensation under this paragraph 4 shall be for all duties as Health Officer, regardless of the time spent performing such tasks. Physician shall be paid monthly.




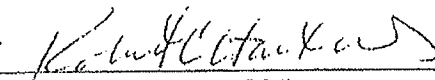
3. Except as set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

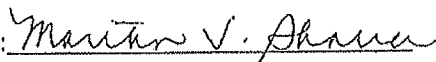
PHYSICIAN

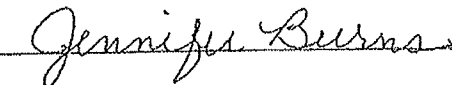
BY:   
Chairman, Board of Supervisors

BY:   
Robert Hartmann, M.D.

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

ATTEST:  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF AMADOR

BY: 

BY: 

AGREEMENT FOR HEALTH OFFICER SERVICES

THIS AGREEMENT FOR HEALTH OFFICER SERVICES (this "Agreement") is entered into as of July 1, 2010 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and ROBERT HARTMANN, M.D., an individual ("Physician").

RECITALS

A. County is required under the provisions of California Health and Safety Code section 10100 to appoint a Health Officer.

B. Physician has the required licensing, skills, and knowledge to act as Health Officer for County. County's Board of Supervisors has by resolution appointed Physician as Health Officer of Amador County, in accordance with Health and Safety Code section 101000.

C. County desires to engage Physician, and Physician desires to enter into a contract with County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

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

1. SERVICES TO BE RENDERED BY PHYSICIAN.

1.1 County hereby appoints Physician to serve as Health Officer for Amador County. In accordance with California Health and Safety Code section 101030, Physician as Health Officer shall be responsible for enforcing State statutes and County ordinances related to public health and sanitary matters. In that role, Physician shall perform the services set forth on Attachment A, attached and incorporated by this reference (the "Work"). Physician shall comply with all applicable Federal, State and local laws relating to Physician's performance of this Agreement.

1.2 The parties will negotiate a mutually acceptable schedule including hours devoted to the Work, conferences, vacation, holidays, and, when practical, absence due to illness.

2. 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 Physician'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. Physician 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.

3. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence as of July 1, 2010 shall terminate on June 30, 2011 unless earlier terminated by one of the parties. This Agreement may be terminated by either party at any time by giving written notice to the other party not less than thirty (30) days before the intended date of termination; provided, however, that Physician shall give County not less than thirty (30) days' written notice of his intention to resign from his position as Health Officer in order to allow County time to find a replacement; and provided further, that County may terminate this Agreement immediately in the event that County does not receive any funding that is contemplated to provide for payment of a portion of Physician's compensation as set forth in this Agreement. County may immediately terminate this Agreement upon written notice to Physician in the event Physician fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement. In the case of such early termination, Physician 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. COMPENSATION TO PHYSICIAN. County shall pay Physician the sum of \$6,080 per month from July 1, 2010 through October 31, 2010, \$8,240 per month from November 1, 2010 through December 31, 2010, and \$7,100 per month from January 1, 2011 through June 30, 2011. The compensation under this paragraph 4 shall be for all duties as Health Officer, regardless of the time spent performing such tasks. Physician shall be paid monthly.
5. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold or participate in any conference relative to the Work, Physician shall attend any such conference as a part thereof.
6. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
7. PHYSICIAN NOT EMPLOYEE OF COUNTY. It is understood that Physician is not acting hereunder as an employee of County, but solely as an independent contractor. Physician, 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, Physician has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Physician and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
8. LICENSES, PERMITS, ETC. Physician represents and warrants to County that he has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Physician to practice his profession and to perform the Work. Physician represents and warrants to County that Physician 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 Physician to practice his profession and perform the Work.

9. INSURANCE.

9.1 Physician 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:

9.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence for bodily injury and property damage, including endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractors liability. Commercial Liability Insurance shall be on an "occurrence" form and not under a "claims made" or "modified occurrence" commercial liability form.

9.1.2 Commercial Automobile Liability - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.

9.1.3 Professional Liability - Professional liability insurance with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Physician 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.

9.2 Physician shall furnish a certificate of insurance and policy 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. Physician 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, Physician 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 policy endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

9.3 Certificates of insurance and policy endorsements must include the following provisions:

9.3.1 The insurer will not cancel the insurance coverage without thirty days prior written notice to the County; and

9.3.2 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.

9.4 Physician'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 Physician's insurance and shall not contribute with it.

9.5 Physician shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Physician 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 prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Physician'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) Physician 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, officials, employees, representatives, representatives or agents.

10. WORKERS' COMPENSATION 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, Physician is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Physician 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.

11. INDEMNIFICATION. The parties shall indemnify and hold one another, their officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands, and actions (collectively "Claims") arising out of each party's respective performance of this Agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents, or employees.

12. HIPAA COMPLIANCE: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). The County of Amador is a "hybrid entity" under said Act, and the Department of Public Health is a "covered entity" under said Act. Physician, 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 and Title 42 CFR, Part 2 where applicable.

The parties acknowledge that the disclosures of Protected Health Information specified herein 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 Physician 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 or Title 42 CFR, Part 2, 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.

13. PUBLIC RECORDS ACT DISCLOSURE. Physician has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Physician and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. County will endeavor to maintain as confidential all information obtained by it Physician has designated in writing to County as a trade secret. County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by Physician if disclosure is deemed by County to be required by law or by court order.
14. NON-DISCRIMINATION. Physician 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. Physician 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. Physician shall also comply with the California Fair Employment and Housing Act (Government Code Section 12900 and following).
15. CONFLICT OF INTEREST. Physician warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Physician further agrees that in the performance of this Agreement no person having any such interest shall be employed by Physician.
16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Physician acknowledges that it has received a copy of the County's policy regarding alcohol free and drug free

workplace, and shall execute an acknowledgment of this policy in the form attached as Attachment B.

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

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

To Physician: Robert Hartmann, M.D.  
815 Court Street, Suite 7  
Jackson, CA 95642

To County: Director of Health Services  
10877 Conductor Blvd.  
Sutter Creek, CA 95685

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

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

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Physician represents that he or she is fully authorized to execute and deliver this Agreement.

20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

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

## ATTACHMENT A - SCOPE OF WORK

Physician shall perform the duties of a Health Officer as set forth in the California Health and Safety Code, Sections 101000 *et seq.* The overall duties of the Health Officer shall include the following:

1. Provide medical supervision to Public Health staff;
2. Coordinate public health services with external agencies and health care providers;
3. Provide ongoing communication with the local medical community and hospitals;
4. Provide community education and awareness regarding public health issues;
5. Monitor activities of the contract medical provider serving the jail population;
6. Interpret policies, laws, regulations, and state and federal directives regarding medical and public health issues;
7. Consult and coordinate with federal and state officials and representatives of local public and private health agencies in the enforcement of health laws, the development of health programs, and the coordination of emergency preparedness efforts;
8. Consult with clinical staff and participate in clinical and management decisions to ensure adherence to current medical protocols and procedures concerning public health services;
9. Provide medical direction for services provided by the County, including Emergency Medical Services and Environmental Health.
10. Additional assignments and tasks as may be deemed appropriate by the Health Officer and Director of Health Services on an "as needed" basis, or as a result of changes in public policy and/or regulations concerning overall public health.




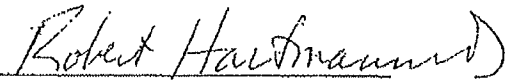
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

COUNTY OF AMADOR

PHYSICIAN:  
ROBERT HARTMANN, M.D.

BY:   
Chairman, Board of Supervisors




Name: Robert Hartmann, MD

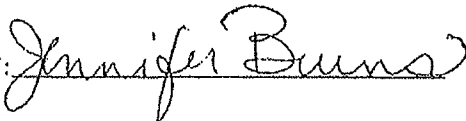
Title: Health Officer

Federal I.D. No.: 409-80-1176

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:   
Martha J. Shaver

BY: 

**Malone, Zarina A.**

---

**From:** Malone, Zarina A.  
**Sent:** Tuesday, June 17, 2014 9:00 AM  
**To:** Rasmussen, Eric; Hartmann, Robert  
**Subject:** RE: Signature Pages (3)

Yes, I'll place them in FedEx now.

**ZarinaMalone**

Executive Secretary

**SUTTER MEDICAL FOUNDATION**

Telephone: [916-887-7112](tel:916-887-7112) | Fax: [916-887-7123](tel:916-887-7123) | Internal Extension: 77112

E-mail: [MaloneZ@sutterhealth.org](mailto:MaloneZ@sutterhealth.org)

*Confidentiality Notice: This email is for the sole use of the intended recipient and may contain material that is confidential. If you are not the intended recipient please immediately delete it and contact the sender. Thank you.*

---

**From:** Rasmussen, Eric  
**Sent:** Tuesday, June 17, 2014 8:54 AM  
**To:** Malone, Zarina A.; Hartmann, Robert  
**Subject:** RE: Signature Pages (3)  
**Importance:** High

Zarina, we actually need to send overnight mail to Dr. Hartmann as they need the original signatures. Can you send today?

---

**From:** Malone, Zarina A.  
**Sent:** Tuesday, June 17, 2014 8:42 AM  
**To:** Hartmann, Robert  
**Cc:** Rasmussen, Eric  
**Subject:** Signature Pages (3)

Hello Dr. Hartmann,

Eric (Rasmussen) requested that the attached scanned signature pages (3 total), be sent to you.

Should you have any questions, please feel free to connect with Eric.

Thank you for your time and attention to this matter.

Regards,

**ZarinaMalone**

Executive Secretary to:

Sue Haddad - Chief Financial Officer

Eric Rasmussen - Director, Growth & Development

**SUTTER MEDICAL FOUNDATION**

Telephone: [916-887-7112](tel:916-887-7112) | Fax: [916-887-7123](tel:916-887-7123) | Internal Extension: 77112

E-mail: [MaloneZ@sutterhealth.org](mailto:MaloneZ@sutterhealth.org)

*Confidentiality Notice: This email is for the sole use of the intended recipient and may contain material that is confidential. If you are not the intended recipient please immediately delete it and contact the sender. Thank you.*

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>06/24/14</u>	

To: Board of Supervisors

Date: June 16, 2014

*Misc.*

From: Jon Hopkins, GSA Director  
(Department Head - please type)

Phone Ext. 759

Department Head Signature \_\_\_\_\_

Agenda Title: Dispense with the formal bid procedures and enter into an agreement with Office Depot for office supplies and printing services.

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

Please see the attached memo.

Recommendation/Requested Action:  
See above

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

Is a 4/5ths vote required? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Committee Review? Name <u>Administrative Committee</u> N/A <input type="checkbox"/>	Resolution Attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Committee Recommendation: <u>Proceed</u>	Ordinance Attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Comments: _____	

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG

Auditor \_\_\_\_\_ GSA Director Jon Hopkins

CAO \_\_\_\_\_ Risk Management [Signature]

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

GSA Jon Hopkins, Audit Joe Lowe

### FOR CLERK USE ONLY

Meeting Date June 24, 2014 Time 9 a.m. Item # HL

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

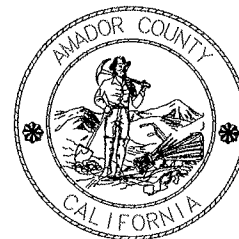
Distributed on _____ Completed by _____	A new ATF is required from _____ Department _____ For meeting _____ of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  ATTEST: _____ Clerk or Deputy Board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

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@co.amador.ca.us](mailto:jhopkins@co.amador.ca.us)



## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** June 16, 2014

**SUBJECT:** Office Supplies and Related Products.

As a result of a recent retirement General Services Support Services Division is not able to replace the Finance Assistant II position. One of the functions performed by this position was maintaining the County's "Stores Account" and assistance with printing orders. Ordering office supplies and printing projects now must be pushed to departments. Understanding this may occur; GSA has been looking for solutions for county departments and contacted Office Depot to determine if they would enter into a contract with the County offering best pricing. We discovered Office Depot did competitively submit a proposal to Region 4 Education Service Center.

Region 4 Education Service Center (R4 ESC) is a State agency in the Houston, Texas area that let out an RFP using The Cooperative Purchasing Network (TCPN). TCPN has public multiple award programs that assist public agencies with national leveraged pricing at no cost to us as a member. This competitively solicited contract was for office supplies, related items and managed print solutions which included the ability to piggyback in accordance with California Government Code Sections 6500 & 6502. This satisfies the public bidding process and an award letter was issued to Office Depot in 2010 with subsequent extensions until February 28, 2015 for office supplies and February 29, 2016 for managed print solutions.

The County may take advantage of this contract and allows us to set up accounts for individual departments for their office supply and printing needs.

**Recommendation:** 1) Suspend Municipal Code Title 3 Revenue and Finance Chapter 3.08 Section 3.08.230 which lawfully establishes an internal "Stores Account" until such time as it is determined to be re-established; 2) Waive the formal bid process and authorize the Chairman to execute the piggyback contract with Office Depot contingent upon County Counsel's approval and; 3) Authorize the General Services Director to notify departments of the change in service and to set up training and accounts with Office Depot.

cc: Chuck Iley, County Administrative Officer

Attachments: \* Copy of the signed agreement between R4 ESC & Office Depot (signature page only as the contract is 156 pages);  
\* TCPN contract award renewal letters;  
\* TCPN approval letter regarding merger between Office Max & Office Depot ;  
\* Piggyback contract for Board Chairman's signature.

# Office DEPOT.

*Taking Care of Business*

## SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below. If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: One (1)

Prices are guaranteed for (minimum of 180 days): Discounts Quoted are guaranteed for 180 days. Core Items offered are based upon a discount off list at the time of the RFP response.

Company name: Office Depot, Inc.

Address: 14600 Trinity Boulevard, Suite 300

City/State/Zip: Fort Worth, TX 76155

Telephone No.: 888-438-8998

Fax No.: 888-438-8990

E-mail address: john.lander@officedepot.com

Authorized signature: *[Signature]*

**EXCEPTIONS TO**

**TERMS AND CONDITIONS INCLUDED WITHIN THE RESPONSE.**

Printed name: John T. Lander

Position with company: Vice President

Sales representative's name: Michael McDonnell, Regional Sales Director

Web site URL: http://bsd.officedepot.com

Accepted by The Cooperative Purchasing Network:

Term of contract 7.12.10 to 2.28.11

*2/28/13*  
*2/28/10*

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor full participation fees for any sales made based on a TCPN Contract whether the Vendor is awarded a renewal or not.

*[Signature]*  
TCPN Authorized Signature

Date

Print Name

Approved by Region 4 ESC by *[Signature]*

Date

Approved by Mary C. Obrien

Accommodation School District by \_\_\_\_\_

Date

TCPN Contract No. R5023

Business Solutions Division



September 12, 2013

Mr. David Trudnowski  
Vice President, Public Sector  
Office Depot  
6600 North Military Trail  
Boca Raton, Florida 33496

Re: Renewal Award of TCPN Annual Contract # R5023

Dear Mr. Trudnowski:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on August 27, 2013, The Cooperative Purchasing Network (TCPN) is pleased to announce that Office Depot has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on October 20, 2009 and subsequent performance thereafter:

**Contract**


Office Supplies, Related Products & Office Services

The contract will expire on February 28, 2015, completing the fifth year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Office Depot, Inc. and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their work.

If you have any questions or concerns, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,



Tray Moses  
Director of Operations/Business Development



March 7, 2013

Mr. David Trudnowski  
Vice President, Public Sector  
Office Depot  
6600 North Military Trail  
Boca Raton, Florida 33496

Re: Award of TCPN Contract# R5243

Dear Mr. Trudnowski:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 28, 2013, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as noted in your proposal, Office Depot has been awarded an annual contract for the following, based on the sealed proposal (RFP# 12-56) submitted on January 10, 2013:

<u>Commodity/Service</u>	<u>Contractor</u>
Managed Print Solutions	Office Depot

The contract is effective March 1, 2013 and will expire on February 29, 2016. As indicated above, your TCPN Contract # is R5243. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and Office Depot.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a large, faint, stylized watermark or signature.

Jason Wickel  
President



David Trudnowski  
Vice President, Public Sector  
Office Depot  
6600 North Military Trail  
Boca Raton, Florida 33496

December 19, 2013

Re: Merger Approval Letter


Dear Mr. Trudnowski,


Pursuant to the *Assignment of Contracts* provision contained in your vendor contract, **Office Depot's** recent SEC filings related to the merger with **Office Max** have been reviewed and approved. The following TCPN contracts shall remain in full effect, in strict accordance with the material terms and conditions outlined in your vendor contract ("master agreement").

Office Supplies, Related Products and Office Services	TCPN Contract No. R5023
Managed Print Solutions	TCPN Contract No. R5243
Janitorial Supplies, Equipment, Maintenance and Repair	TCPN Contract No. R5120
Technology Solutions (dba Tech Depot)	TCPN Contract No. R5113

To help resolve any questions regarding the legality of your TCPN contract since the merger we recommend that you keep this letter in your permanent records. If you have any questions or concerns please contact Deborah Bushnell at 713-554-0460 or via email at [dbushnell@tcpn.org](mailto:dbushnell@tcpn.org).

**APPROVAL AND ACKNOWLEDGMENT AS OF THE DATE SET FORTH ABOVE:**

TCPN  
BY:   
NAME: JASON WILKER  
TITLE: President

Office Depot  
BY:   
NAME: David Trudnowski  
TITLE: V.P. Sales





**THE COOPERATIVE PURCHASING NETWORK  
PIGGYBACK CONTRACT**

**BETWEEN  
County of Amador  
AND  
OFFICE DEPOT, INC.**

This Piggyback Contract ("**Contract**") of is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), by and between County of Amador (hereinafter referred to as the "**Customer**"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "**Office Depot**").

**WITNESSETH:**

**WHEREAS**, on July 12, 2010, The Cooperative Purchasing Network ("TCPN") awarded Office Depot TCPN Contract No. R5023 for Office Supplies, Related Products and Office Services (as amended to date, the "Master Agreement"); and

**WHEREAS**, the Master Agreement permits government entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement; and

**WHEREAS**, the Customer has determined that the terms and conditions of the Master Agreement would be economically beneficial to the Customer; and

**WHEREAS**, the Customer has determined that the most effective and feasible manner of obtaining office supplies and services offered under the Master Agreement is for the Customer to become a participating government agency under the Master Agreement; and

**WHEREAS**, the process for the utilization of the Master Agreement by government agencies is administered by TCPN; and

**WHEREAS**, the Customer has registered with TCPN to become a participating government agency and is eligible to purchased under the Master Agreement; and

**WHEREAS**, the undersigned representative of the Customer is authorized, on behalf of the Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

**1. INCORPORATION OF MASTER AGREEMENT.**

The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract (the "Supplemental Terms"), the Supplemental Terms shall prevail.

**2. CREDIT TERMS.**

Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable

response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

**3. NOTICES.**

All notices, requests, demands and other communications under this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer: Amador County  
12200-B Airport Road  
Jackson, CA 95462  
Attn: General Services

To Office Depot: Office Depot, Inc.  
14600 Trinity Boulevard  
Suite 300  
Fort Worth, Texas 76155  
Attention: Chris Penny, Director, Public Sector

with a copy to: Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, FL 33496  
Attn: Office of the General Counsel

**4. TERMINATION FOR CONVENIENCE.**

Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

**IN WITNESS WHEREOF**, the Customer and Office Depot have executed this Contract on the day and year first above written.

**OFFICE DEPOT, INC.**

**Amador County Board of Supervisors**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/24/14	

To: Board of Supervisors

Date: June 10, 2014

Misc.

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

Phone Ext. 625

Department Head Signature [Signature]

Agenda Title: Request to hire for (1) position

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

Request to hire (1) CPS Social Worker I/II due to employee resignation.

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

Recommendation/Requested Action:

Authorize the requested action

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

Name Administrative Committee 6/16/2014

Committee Recommendation:

Comments:

Request Reviewed by:

Chairman [Signature] Counsel GG  
 Auditor [Signature] GSA Director [Signature]  
 CAO \_\_\_\_\_ Risk Management [Signature]

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

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

### FOR CLERK USE ONLY

Meeting Date June 24, 2014 Time 9 a.m. Item # 7A

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_  
 Department \_\_\_\_\_  
 For meeting \_\_\_\_\_  
 of \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

**DEPARTMENT OF SOCIAL SERVICES**

10877 Conductor Blvd. Suite 200 Sutter Creek, CA 95685  
PHONE (209) 223-6550 FAX (209)257-0242



2014 JUN 12 09:11:30

To: Amador County Board Clerk  
From: Jim Foley, HHS Director  
Date: June 10, 2014  
Re: Request (1) item be placed on Administrative Committee Agenda for June 16, 2014

Request to hire for the following position in Social Services:

One CPS Social Worker I/II due to employee resignation.

*6/11/14 - This can go directly to Consent, per CAO.*

# AGENDA TRANSMITTAL FORM

<input type="radio"/> Regular Agenda <input checked="" type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: 06/24/2014
---

To: **Board of Supervisors**  
 Date: 06/17/2014

Miss.

From: Chuck Iley Phone Ext. x490  
 (Department Head - please type)

Department Head Signature *Chuck Iley*

Agenda Title: Early Retirement Incentive (ERI) Participants for Health Savings (RHS) Plan July

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
John Joerke - Retirement Date 7/31/2014 - RHS Payout \$17,583.31

Recommendation/Requested Action:  
**Please approve ERI application and authorize the Chairman to sign**

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

Is a 4/5ths vote required? Yes <input type="radio"/> No <input checked="" type="radio"/>	Contract Attached: <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A Resolution Attached: <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A Ordinance Attached: <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A Comments: _____ _____
Committee Review? Name _____ N/A <input type="checkbox"/> Committee Recommendation: _____ _____	

Request Reviewed by:

Chairman <u><i>Tom</i></u>	Counsel <u><i>GG</i></u>
Auditor <u><i>EJY</i></u>	GSA Director <u><i>HP</i></u>
CAO _____	Risk Management <u><i>MA</i></u>

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

### FOR CLERK USE ONLY

Meeting Date <u>June 24, 2014</u>	Time <u>9 a.m.</u>	Item # <u>7B</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

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

### County of Amador Early Retirement Incentive Application and Agreement

The Amador County Board of Supervisors extended an offer of an Early Retirement Incentive to its employees as outlined in the Employer Vantagecare Retirement Health Savings (RHS) Plan Adoption Agreement at their April 8, 2014 Board Meeting.

In exchange for the benefit provided to an employee pursuant to this early retirement incentive, the employee agrees to be bound by the terms of the Employer Vantagecare Retirement Health Savings (RHS) Plan Adoption Agreement and the terms outlined in this Application and Agreement.

I, John S Goerke, wish to apply for the early retirement incentive pursuant to the terms and conditions of Employer Vantagecare Retirement Health Savings (RHS) Plan Adoption Agreement. In making this application, I agree to be bound by the following terms:

1. Acceptance of my application by the Board shall be considered by the Board as a voluntary retirement/resignation effective July 31 2014.  
(Date of Retirement)
2. I certify that, prior to the effective date of my retirement; I will be 50 years of age will have completed 17 1/2 years of service with Amador County. I acknowledge that the funding of a health reimbursement plan will be based upon my years of service to Amador County.
3. I acknowledge that the County has provided to me a reasonable time (in excess of 45 days) for deliberation on this matter, I have been provided an opportunity to consult with an attorney regarding this Early Retirement Incentive, without compulsion or coercion of any sort from any party. I voluntarily make this application to participate in the Early Retirement Incentive. I also understand that I have 7 days from the date of this document to rescind my application.
4. In signing this application and making application to the Early Retirement Incentive plan, I do not rely and have not relied upon any representation or statement not set out herein made by anyone with respect to this agreement.
5. I understand that by accepting the early retirement incentive, I forfeit future eligibility for re-employment with the County of Amador as a permanent employee for three years.
6. By accepting this Early Retirement Incentive plan, you will not be eligible to apply for any future Early Retirement Incentive plans Amador County offers if you return to Amador County employment.
7. I understand by choosing to take advantage of the Early Retirement Incentive, I will be **voluntarily** retiring my employment from the County and therefore will not be eligible for unemployment.
8. In signing this application, I hereby certify that the information provided by me is accurate. I acknowledge that inaccurate information provided by me may be basis for rejection of my application.

<u>John S Goerke</u> Employee Name (Print)	
<u>[REDACTED]</u> Mailing Address	<u>[REDACTED]</u> City
<u>Ca</u> State	<u>95665</u> Zip
<u>[Signature]</u> Employee Signature	<u>[REDACTED]</u> Phone Number
	<u>6-4-2014</u> Date

This application is:

Approved \_\_\_\_\_  
Date

Denied \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of the Board, County of Amador



**AGENDA TRANSMITTAL FORM**

*Misc.*

<input type="radio"/> Regular Agenda
<input checked="" type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: 06/24/2014

To: **Board of Supervisors**

Date: 06/17/2014

From: Chuck Iley Phone Ext. x490

(Department Head - please type)

Department Head Signature *Chuck Iley*

Agenda Title: Early Retirement Incentive (ERI) for Option 2 - Cash Option

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

Linda Teagle - Retirement Date 7/15/2014 - Cash Payout \$16,583.31  
 Linda Mason - Retirement Date 7/11/2014 - Cash Payout \$7,499.98  
 Virginia Branson - Retirement Date 7/11/2014 - Cash Payout \$17,000.00  
 Estela Valdez - Retirement Date 7/15/2014 - Cash Payout \$14,249.99  
 Connie Murdock - Retirement Date 7/15/2014 - Cash Payout \$20,000.00

Recommendation/Requested Action:  
**Please approve ERI application and authorize the Chairman to sign**

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

Is a 4/5ths vote required? Yes  No

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

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

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman *[Signature]*

Counsel *[Signature]*

Auditor *[Signature]*

GSA Director *[Signature]*

CAO \_\_\_\_\_

Risk Management *[Signature]*

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

**FOR CLERK USE ONLY**

Meeting Date June 24, 2014 Time 9 a.m. Item # 7C

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
Clerk or Deputy Board Clerk

Save

Print Form

**County of Amador**  
**Early Retirement Incentive Application and Agreement**  
**Option 2 - Cash Option**




RECEIVED MAY 27 2014

The Amador County Board of Supervisors extended an offer of an Early Retirement Incentive for a CASH option to its employees at their May 13, 2014 meeting.

In exchange for the benefit provided to an employee pursuant to this early retirement incentive, the employee agrees to be bound by the terms outlined below.

I, Linda C. Teagle, wish to apply for the Early Retirement Incentive Option 2 – Cash Option. In making this application, I agree to be bound by the following terms:

1. Acceptance of my application by the Board shall be considered by the Board as a voluntary retirement/resignation effective July 15, 2014.  
(Date of Retirement)
2. I certify that, prior to the effective date of my retirement; I will be 50 years of age will have completed 16.7 years of service with Amador County. I acknowledge that the cash amount I receive will be based upon my years of service to Amador County. 15.2
3. I acknowledge that the County has provided to me a reasonable time (in excess of 45 days) for deliberation on this matter, I have been provided an opportunity to consult with an attorney regarding this Early Retirement Incentive, without compulsion or coercion of any sort from any party. I voluntarily make this application to participate in the Early Retirement Incentive. I also understand that I have 7 days from the date of this document to rescind my application.
4. In signing this application and making application to the Early Retirement Incentive plan, I do not rely and have not relied upon any representation or statement not set out herein made by anyone with respect to this agreement.
5. I understand that by accepting the early retirement incentive, I forfeit future eligibility for re-employment with the County of Amador as a permanent employee for three years.
6. By accepting this Early Retirement Incentive plan, you will not be eligible to apply for any future Early Retirement Incentive plans Amador County offers if you return to Amador County employment.
7. I understand by choosing to take advantage of the Early Retirement Incentive, I will be **voluntarily** retiring my employment from the County and therefore will not be eligible for unemployment.
8. I understand this incentive will be paid in my regular payroll check on the last day of the month in which I retire and will be subject to all applicable taxes.
9. In signing this application, I hereby certify that the information provided by me is accurate. I acknowledge that inaccurate information provided by me may be basis for rejection of my application.

<u>Linda C. Teagle</u>		
Employee Name (Print)		
		
Mailing Address		City
<u>CA</u>	<u>95665</u>	
State	Zip	Phone Number
<u>Linda C. Teagle</u>		<u>May 27, 2014</u>
Employee Signature		Date

This application is:

Approved \_\_\_\_\_  
Date

Denied \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of the Board, County of Amador



County of Amador
Early Retirement Incentive Application and Agreement
Option 2 - Cash Option

The Amador County Board of Supervisors extended an offer of an Early Retirement Incentive for a CASH option to its employees at their May 13, 2014 meeting.

In exchange for the benefit provided to an employee pursuant to this early retirement incentive, the employee agrees to be bound by the terms outlined below.

I, Linda Mason, wish to apply for the Early Retirement Incentive Option 2 - Cash Option. In making this application, I agree to be bound by the following terms:

- 1. Acceptance of my application by the Board shall be considered by the Board as a voluntary retirement/resignation effective 7-11-14 (Date of Retirement)
2. I certify that, prior to the effective date of my retirement; I will be 50 years of age will have completed 7 years of service with Amador County. I acknowledge that the cash amount I receive will be based upon my years of service to Amador County.
3. I acknowledge that the County has provided to me a reasonable time (in excess of 45 days) for deliberation on this matter, I have been provided an opportunity to consult with an attorney regarding this Early Retirement Incentive, without compulsion or coercion of any sort from any party. I voluntarily make this application to participate in the Early Retirement Incentive. I also understand that I have 7 days from the date of this document to rescind my application.
4. In signing this application and making application to the Early Retirement Incentive plan, I do not rely and have not relied upon any representation or statement not set out herein made by anyone with respect to this agreement.
5. I understand that by accepting the early retirement incentive, I forfeit future eligibility for re-employment with the County of Amador as a permanent employee for three years.
6. By accepting this Early Retirement Incentive plan, you will not be eligible to apply for any future Early Retirement Incentive plans Amador County offers if you return to Amador County employment.
7. I understand by choosing to take advantage of the Early Retirement Incentive, I will be voluntarily retiring my employment from the County and therefore will not be eligible for unemployment.
8. I understand this incentive will be paid in my regular payroll check on the last day of the month in which I retire and will be subject to all applicable taxes.
9. In signing this application, I hereby certify that the information provided by me is accurate. I acknowledge that inaccurate information provided by me may be basis for rejection of my application.

Form containing employee information: Linda Mason (Employee Name), Mailing Address (redacted), State (Calif.), Zip (95665), City (redacted), Phone Number (redacted), Employee Signature (Linda Mason), Date (5-16-14)

This application is:
[ ] Approved Date
[ ] Denied Date
Chairman of the Board, County of Amador

### County of Amador Early Retirement Incentive Application and Agreement Option 2 - Cash Option

The Amador County Board of Supervisors extended an offer of an Early Retirement Incentive for a CASH option to its employees at their May 13, 2014 meeting.

In exchange for the benefit provided to an employee pursuant to this early retirement incentive, the employee agrees to be bound by the terms outlined below.

I, VIRGINIA E. BRANSON, wish to apply for the Early Retirement Incentive Option 2 – Cash Option. In making this application, I agree to be bound by the following terms:

1. Acceptance of my application by the Board shall be considered by the Board as a voluntary retirement/resignation effective JULY 11, 2014.  
(Date of Retirement)
2. I certify that, prior to the effective date of my retirement; I will be 50 years of age will have completed 17 years of service with Amador County. I acknowledge that the cash amount I receive will be based upon my years of service to Amador County.
3. I acknowledge that the County has provided to me a reasonable time (in excess of 45 days) for deliberation on this matter, I have been provided an opportunity to consult with an attorney regarding this Early Retirement Incentive, without compulsion or coercion of any sort from any party. I voluntarily make this application to participate in the Early Retirement Incentive. I also understand that I have 7 days from the date of this document to rescind my application.
4. In signing this application and making application to the Early Retirement Incentive plan, I do not rely and have not relied upon any representation or statement not set out herein made by anyone with respect to this agreement.
5. I understand that by accepting the early retirement incentive, I forfeit future eligibility for re-employment with the County of Amador as a permanent employee for three years.
6. By accepting this Early Retirement Incentive plan, you will not be eligible to apply for any future Early Retirement Incentive plans Amador County offers if you return to Amador County employment.
7. I understand by choosing to take advantage of the Early Retirement Incentive, I will be **voluntarily** retiring my employment from the County and therefore will not be eligible for unemployment.
8. I understand this incentive will be paid in my regular payroll check on the last day of the month in which I retire and will be subject to all applicable taxes.
9. In signing this application, I hereby certify that the information provided by me is accurate. I acknowledge that inaccurate information provided by me may be basis for rejection of my application.

<u>VIRGINIA E. BRANSON</u>	
Employee Name (Print)	
<u>[REDACTED]</u>	<u>[REDACTED]</u>
Mailing Address	City
<u>CA</u>	<u>[REDACTED]</u>
State	Phone Number
<u>95666</u>	<u>[REDACTED]</u>
Zip	Date
<u>Virginia E. Branson</u>	<u>May 22, 2014</u>
Employee Signature	

This application is:

Approved \_\_\_\_\_  
Date

Denied \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of the Board, County of Amador

### County of Amador Early Retirement Incentive Application and Agreement Option 2 - Cash Option

The Amador County Board of Supervisors extended an offer of an Early Retirement Incentive for a CASH option to its employees at their May 13, 2014 meeting.

In exchange for the benefit provided to an employee pursuant to this early retirement incentive, the employee agrees to be bound by the terms outlined below.

I, Estela B. Valdez, wish to apply for the Early Retirement Incentive Option 2 – Cash Option. In making this application, I agree to be bound by the following terms:

1. Acceptance of my application by the Board shall be considered by the Board as a voluntary retirement/resignation effective 7-15-14 <sup>EST 7-15-14</sup> (Date of Retirement) 14.3 yr
2. I certify that, prior to the effective date of my retirement; I will be 50 years of age will have completed 14 years of service with Amador County. I acknowledge that the cash amount I receive will be based upon my years of service to Amador County.
3. I acknowledge that the County has provided to me a reasonable time (in excess of 45 days) for deliberation on this matter, I have been provided an opportunity to consult with an attorney regarding this Early Retirement Incentive, without compulsion or coercion of any sort from any party. I voluntarily make this application to participate in the Early Retirement Incentive. I also understand that I have 7 days from the date of this document to rescind my application.
4. In signing this application and making application to the Early Retirement Incentive plan, I do not rely and have not relied upon any representation or statement not set out herein made by anyone with respect to this agreement.
5. I understand that by accepting the early retirement incentive, I forfeit future eligibility for re-employment with the County of Amador as a permanent employee for three years.
6. By accepting this Early Retirement Incentive plan, you will not be eligible to apply for any future Early Retirement Incentive plans Amador County offers if you return to Amador County employment.
7. I understand by choosing to take advantage of the Early Retirement Incentive, I will be **voluntarily** retiring my employment from the County and therefore will not be eligible for unemployment.
8. I understand this incentive will be paid in my regular payroll check on the last day of the month in which I retire and will be subject to all applicable taxes.
9. In signing this application, I hereby certify that the information provided by me is accurate. I acknowledge that inaccurate information provided by me may be basis for rejection of my application.

<b>Employee Name (Print)</b>		
<b>Mailing Address</b>		<b>City</b>
<u>CA</u>	<u>95685</u>	
<b>State</b>	<b>Zip</b>	<b>Phone Number</b>
<u>Estela B. Valdez</u>		<u>5-27-14</u>
<b>Employee Signature</b>		<b>Date</b>

This application is:

Approved \_\_\_\_\_  
Date \_\_\_\_\_

Denied \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board, County of Amador

County of Amador
Early Retirement Incentive Application and Agreement
Option 2 - Cash Option

The Amador County Board of Supervisors extended an offer of an Early Retirement Incentive for a CASH option to its employees at their May 13, 2014 meeting.

In exchange for the benefit provided to an employee pursuant to this early retirement incentive, the employee agrees to be bound by the terms outlined below.

I, Connie L. Murdock, wish to apply for the Early Retirement Incentive Option 2 - Cash Option. In making this application, I agree to be bound by the following terms:

- 1. Acceptance of my application by the Board shall be considered by the Board as a voluntary retirement/resignation effective July 15, 2014.
2. I certify that, prior to the effective date of my retirement; I will be 50 years of age will have completed 20 years of service with Amador County.
3. I acknowledge that the County has provided to me a reasonable time (in excess of 45 days) for deliberation on this matter, I have been provided an opportunity to consult with an attorney regarding this Early Retirement Incentive, without compulsion or coercion of any sort from any party.
4. In signing this application and making application to the Early Retirement Incentive plan, I do not rely and have not relied upon any representation or statement not set out herein made by anyone with respect to this agreement.
5. I understand that by accepting the early retirement incentive, I forfeit future eligibility for re-employment with the County of Amador as a permanent employee for three years.
6. By accepting this Early Retirement Incentive plan, you will not be eligible to apply for any future Early Retirement Incentive plans Amador County offers if you return to Amador County employment.
7. I understand by choosing to take advantage of the Early Retirement Incentive, I will be voluntarily retiring my employment from the County and therefore will not be eligible for unemployment.
8. I understand this incentive will be paid in my regular payroll check on the last day of the month in which I retire and will be subject to all applicable taxes.
9. In signing this application, I hereby certify that the information provided by me is accurate. I acknowledge that inaccurate information provided by me may be basis for rejection of my application.

Form containing fields for Employee Name (Print), Mailing Address, State, Zip, City, Phone Number, Employee Signature, and Date. Handwritten entries include Connie L. Murdock, CA, 95440, and May 20, 2014.

Approval section with checkboxes for 'Approved' and 'Denied', each followed by a line for 'Date'. A line at the bottom is labeled 'Chairman of the Board, County of Amador'.