

# AGENDA TRANSMITTAL FORM

*Bud. Matters*

To: **Board of Supervisors**

Date: 12/16/2015

From: Aaron Brusatori, Director  
(Department Head - please type)

Phone Ext. 429

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

Meeting Date Requested:  
12/22/15

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

Agenda Title: Budget Transfer

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
This is a new line item for this budget and it currently consists of the following 4 projects: 1) Pavement Management Update Program 2) Capital Improvement Nexus 3) 5 Year Capital Improvement Update 4) SR88 Pine Grove Corridor Improvement. The revenue for these projects was also included in our Final Budget, however it does require the Road Fund to contribute Cash Carry Funds to cover the difference of our Revenue to Expenses.

Recommendation/Requested Action:  
Approve Budget Transfer

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts None

Increase Budget/New Line Item \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

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


Committee Review? N/A

Name Admin Committee


Committee Recommendation:  
Approve and Take to the Board

Comments: Budget Transfer Form

Request Reviewed by:

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

Auditor \_\_\_\_\_ GSA Director \_\_\_\_\_

CAO  Risk Management \_\_\_\_\_

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

### FOR CLERK USE ONLY

Meeting Date December 22, 2015 Time 9:00 a.m. Item # 1A

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

#1

DATE: 11/10/2015

REQUESTED BY:

A. Brusatori *[Signature]*

DEPARTMENT: Public Works

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY AUDITOR/CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO. 2-A

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
3000	56398	\$772,350.00					

**REASON FOR THE REQUEST:**

This is a new line item for this budget and it currently consists of the following 4 Projects: 1) Pavement Management Update Program 2) Capital Improvement Nexus 3) 5 Year Capital Improvement Update 4) SR88 Pine Grove Corridor Improvement. The revenue for these projects was also included in our Final Budget, however this does require the Road Fund to contribute Cash Carry Funds to cover the difference of our Revenue to Expenses.

**PLEASE NOTE:**

- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
- TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
- FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
- TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 12/4/2015

Tax Matters

From: James Rooney

Phone Ext. 454

(Department Head - please type)

Department Head Signature

Rob Pember

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
12/22/2015	

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
**REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN 003-691-023-000 & 010-051-003-000.**

Recommendation/Requested Action:

**APPROVE**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name \_\_\_\_\_

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 BB

Counsel CC

Auditor JOR

GSA Director \_\_\_\_\_

CAO R

Risk Management BM

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

**Assessor; Auditor**

### FOR CLERK USE ONLY

Meeting Date

December 22, 2015

Time

9 a.m.

Item #

2A

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

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

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

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

Department \_\_\_\_\_

Completed by \_\_\_\_\_

For meeting \_\_\_\_\_

of \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 003-691-023-000 Tax Year 2015 R/C # A0449 Roll Type S Fee Parcel 003-691-023-000 Originating Asmt 003-691-023-000 From TRA 052-038 New TRA 052-038

R&T 1 51 R&T 2 Taxroll Asmt Only Value History Y Taxability Code 800

	Roll Value	New Value	Sup From Net	Sup To Net
Land	35,000	10,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-25,000	Supl Change	

Owner TARNASKY RICK; AGUNDEZ JUDY  
Mailing Address 301 ORANGE AVE  
PATTERSON CA 95363-9720

Situs 3935 LAKEVIEW DR  
IONE CA

Bill 2015 PROP 8 VALUE ADJUSTMENT  
Comments

Supl Info

Event From/Thru Dates  
Ownership From/Thru Dates

506/5151 From/Thru Dates

From 1 From 2 Thru

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

Taxbill Days R/C Date Nov 18, 2015  
Created By TM

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

Appraiser Initials Date  
Supv Appr Initials Date  
Chief Appr Initials Date

Asmt Clerk Initials Date  
Off Mgr Initials Date

Assessor Signature Date Auditor Signature Date  
County Counsel Signature Date



County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 010-051-003-000 Tax Year 2015 R/C # A0491 Roll Type S Fee Parcel 010-051-003-000 Originating Asmt 010-051-003-000 From TRA 003-000 New TRA 003-000

R&T 1 51 R&T 2 4831 Taxroll Asmt Only N Value History Y Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	164,872	52,685		
Structure	116,387	68,546		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE				
	Net Change	-160,028	Supl Change	

Owner ZULIM SARAH  
Mailing Address PO BOX 724  
PLYMOUTH CA 95669

Situs 9256 MAIN ST  
PLYMOUTH CA

Bill Comments 2015 PROP 8 VALUE ADJUSTMENT

Assessor *[Signature]* Date *12/3/15* Auditor *[Signature]* Signature *[Signature]*  
County Counsel *[Signature]* Signature *[Signature]* Date *12/1/15*

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

Taxbill Days  
R/C Date Dec 3, 2015  
Created By TM  
Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

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

tmilbourne

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: December 9, 2015

Resol

From: Steven A. Zanetta, County Surveyor  
(Department Head - please type)

Phone Ext. 371

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

Meeting Date Requested:

December 22, 2015

Department Head Signature *Steven Zanetta*

Agenda Title: Parcel Map No. 2859 for Roger & Cindy Simpson and David & Roxanne Keith

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

The subject agenda item is a request for approval of Parcel Map No. 2859 for Roger & Cindy Simpson and David & Roxanne Keith and accepting and rejecting offers of dedication. The property is located on the easterly side of Starview Lane, approximately 1,000 feet easterly of the junction with Sierra View Lane, in the Sutter Highlands area. Assessor Parcel No.'s 15-350-004, 15-350-005, and 15-350-006.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman *[Signature]*

Counsel *GG*

Auditor *JOR*

GSA Director

CAO *[Signature]*

Risk Management *[Signature]*

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

Please transmit two copies of the resolution to Surveying; one set certified.

### FOR CLERK USE ONLY

Meeting Date

December 22, 2015

Time

9 a.m.

Item #

3A

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

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

Distributed on

A new ATF is required from

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

Completed by

Department

For meeting

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

of

Save ...

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

---

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

IN THE MATTER OF

RESOLUTION APPROVING PARCEL MAP NO. 2859 )  
FOR ROGER G. SIMPSON AND CINDY W. SIMPSON AND )  
DAVID KEITH AND ROXANNE KEITH ) RESOLUTION NO. 2015-xxx  
)  
)  
AND ACCEPTING AND REJECTING )  
OFFERS OF DEDICATION )

WHEREAS, the Board of Supervisors of the County of Amador, State of California has determined that said map is in conformity with the requirements of the County of Amador.

THEREFORE, BE IT RESOLVED by the Amador County Board of Supervisors that said Board hereby approves Parcel Map No. 2859 for Roger G. Simpson and Cindy W. Simpson and David Keith and Roxanne Keith; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador that all offers of dedication for public utility easements appearing on Parcel Map No. 2859, by Ciro L. Toma, Land Surveyor, dated October, 2015, be and hereby are accepted; and

BE IT FURTHER RESOLVED that all others offers of dedication appearing on said map be and hereby are rejected at this time, subject to subsequent acceptance by future resolution of this Board.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 22nd day of December, 2015, by the following vote:

AYES: Brian Oneto, John Plasse, Louis D. Boitano,  
Richard M. Forster, and Lynn A. Morgan

NOES: None

ABSENT: None

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Chairman, Board of Supervisors

ATTEST

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

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# PARCEL MAP No. 2859

## BOUNDARY LINE ADJUSTMENT

for  
**DAVID KEITH and ROXANNE KEITH**  
 20140006463 and 20150004595

for  
**ROGER G. SIMPSON and CINDY W. SIMPSON**  
 20040011604

BEING AN ADJUSTMENT OF PARCELS 17C AND 17D PER 18-M-4  
 ALSO BEING A MERGER OF PARCEL 17D PER 18-M-4 AND PARCEL 17C PER 18-M-12  
 BEING A PORTION OF THE SECTIONS 25, 35, AND 36, T11E, R. M. D. M.  
 COUNTY OF AMADOR, STATE OF CALIFORNIA

October, 2015

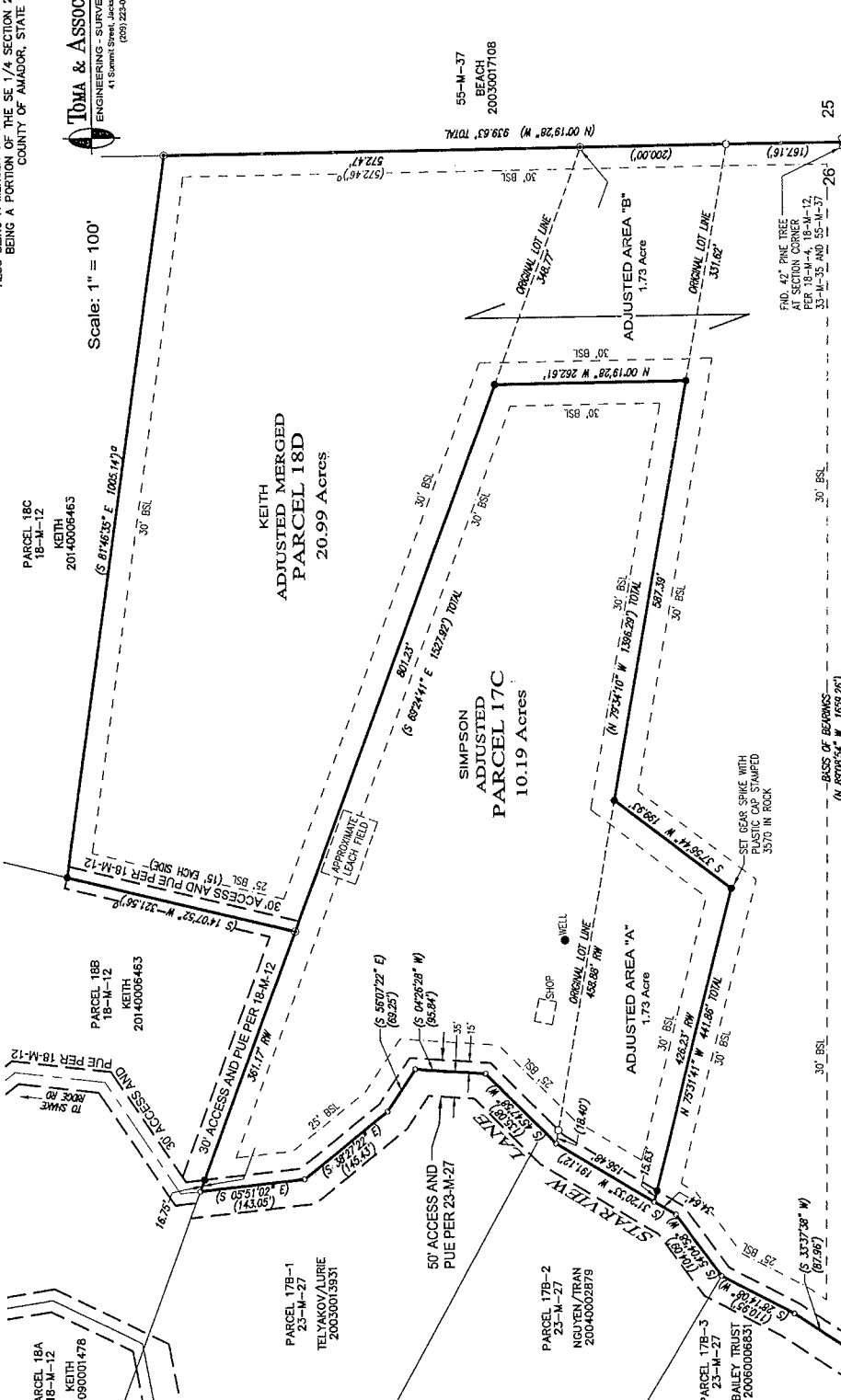
**TOMA & ASSOCIATES INC.**  
 ENGINEERING - SURVEYING - PLANNING  
 4150 MITCHELL ST., SUITE 200  
 SACRAMENTO, CA 95842  
 (916) 223-0168

### BASIS OF BEARINGS

BASIS OF BEARINGS IS REFERRED TO THE SOUTH LINE OF PARCEL 17D  
 AS SHOWN ON 18-M-4, THE BEARING OF WHICH IS N 89°08'54" W.

### NOTES and LEGEND

- DENOTES 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 SET ON THIS SURVEY
- DENOTES 1/2" IRON PIPE TAGGED LS 3570 PER 18-M-12
- DENOTES 1/2" IRON PIPE TAGGED LS 3570 PER 18-M-4
- DENOTES A CALCULATED POINT ONLY, NOTHING FOUND OR SET
- ( ) DENOTES RECORD DATA PER 18-M-4
- ( ) DENOTES RIGHT-OF-WAY OR DISTANCE TO RIGHT-OF-WAY
- RW DENOTES PUBLIC UTILITY EASEMENT
- PUE DENOTES PUBLIC UTILITY EASEMENT
- BSL DENOTES BUILDING SETBACK LINE



RECEIVED  
 AT THE OFFICE OF THE COUNTY CLERK  
 OCT 23 2015  
 CLERK OF SUPERIOR COURT  
 JACKSON, CA 95642

ADJ. PARCEL 31A 48-M-94 COPPES TRUST 20020009805  
 ADJ. PARCEL 31B 48-M-94 SCHAREIN 20040012060  
 PARCEL 31D 35-M-34 TRYTHALL 555-OR-74  
 PARCEL 31E 35-M-34 TRYTHALL 20030017107  
 BEACH 20030017107  
 SHEET 2 OF 2 SHEETS

**AGENDA TRANSMITTAL FORM**

*Agmt*

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>12/22/2015</u>	

To: **Board of Supervisors**

Date: 12/11/2015

From: James Foley Phone Ext. 625  
(Department Head - please type)

Department Head Signature *James Foley*

Agenda Title: Health Officer's 1st Amendment to Original Agreement for Services from 10/1/15 - 9/30/16

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

This is the First Amendment to the original Agreement dated September 23, 2014 with Rita Huspen Kerr, M.D. for Amador County Health Officer services for October 1, 2015 through September 30, 2016. Other than the term of the amended agreement, the terms and conditions set forth in the original agreement shall remain unmodified.

Recommendation/Requested Action:  
**Approval to sign agreement**

Fiscal Impacts (attach budget transfer form if appropriate)  
**Budgeted**

Staffing Impacts  
**None**

Is a 4/5ths vote required? Yes  No

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

Committee Review? Name N/A

Committee Recommendation:

Comments:

Request Reviewed by:

Chairman *[Signature]* Counsel *GC*  
 Auditor *JOR* GSA Director \_\_\_\_\_  
 CAO \_\_\_\_\_ Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Please return two original copies to Connie in Public Health *Risk*

**FOR CLERK USE ONLY**

Meeting Date December 22, 2015 Time 9:00 a.m. Item # 4A

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

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


# Amador County Public Health Department

10877 Conductor Blvd. Suite #400  
Sutter Creek, California 95685  
Voice (209) 223-6407  
Fax (209) 223-1562



## MEMORANDUM

**TO:** Amador County Board Clerk

**FROM:** Jim Foley, HHS Director 

**DATE:** December 1, 2015

**RE:** Request for item to be placed on the Administrative Committee agenda for December 14, 2015

Requesting approval of the First Amendment to the Original Agreement dated September 23, 2014 with Rita Huspen Kerr, M.D., for Health Officer services provided to the County of Amador for the period of October 1, 2015 through October 1, 2016.

Other than the term of the amended agreement, the terms and conditions set forth in the original agreement shall remain unmodified.

FIRST AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of October 1, 2015 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Rita, Huspen Kerr, MD, an Individual ("Physician").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of September 23, 2014, whereby Contractor agreed to provide Health Officer services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

- 1. The first sentence of the first paragraph of section 3. entitled "Term" on page 3 of Agreement shall be modified to read as follows:

"3.1 The term of this Agreement shall continue in effective through October 1, 2016 unless sooner termination as provided below or unless some other method or time of termination is listed in Exhibit A."

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

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

COUNTY OF AMADOR

CONTRACTOR:

Rita Huspen Kerr, MD

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

BY: Rita Huspen Kerr MD  
Rita Huspen Kerr, M.D.

Federal I.D. No.:

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: Gregory Gillott  
Gregory Gillott

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

# 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:	
12/22/2015	

To: Board of Supervisors  
 Date: 12/08/2015

Agmt

From: James Foley, Director of HHS Phone Ext. 412  
 (Department Head - please type)

Department Head Signature *[Signature]*

Agenda Title: BHC Heritage Oaks, INC. and Amador County Behavioral Health agreement for FY 15-16

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 BHC Heritage Oaks to provide Psychiatric Inpatient Treatment Services to Amador County clients.

This agreement changes the term.

Recommendation/Requested Action:  
**Approval of the agreement**

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

Staffing Impacts None

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A   
 Comments: \_\_\_\_\_

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

Request Reviewed by:

Chairman *[Signature]* Counsel 66  
 Auditor *[Signature]* GSA Director \_\_\_\_\_  
 CAO *[Signature]* Risk Management Outdated ins requirement

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 December 22, 2015 Time 9 a.m. Item # 4B

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

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

Distributed on \_\_\_\_\_  
 Completed by \_\_\_\_\_

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

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

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

**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and BHC HERITAGE OAKS HOSPITAL, INC., dba HERITAGE OAKS HOSPITAL (the "Contractor").

**RECITALS**

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

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

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

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

1. **SERVICES TO BE RENDERED BY CONTRACTOR.** Upon written request by County's Director of Health Services, Contractor will provide psychiatric Inpatient treatment services to residents of Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).
2. **SERVICES TO BE RENDERED BY COUNTY.** County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. **CHANGES IN SCOPE OF SERVICES.** Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. **TERM; EARLY TERMINATION OF AGREEMENT.** The term of this Agreement shall continue through June 30, 2016. 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 \$1,000,000 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

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

foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

#### 14. DOCUMENTS AND RECORDS.

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

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

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

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.

Consultant acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: [Amadorgov.org/Policies](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: BHC HERITAGE OAKS HOSPITAL, INC., dba  
HERITAGE OAKS HOSPITAL, located at 4250  
Auburn Boulevard, Sacramento, CA 95841, a  
California corporation (the "Contractor").

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

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

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

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
25. CERTIFICATION OF PROGRAM INTEGRITY. For each Medi-Cal beneficiary for who the Contractor is submitting a claim for reimbursement Contractor shall ensure the following:
- 25.1 Compliance with documentation standards requirements as per California Code of Regulations, Title 9
- 25.2 The Medi-Cal beneficiary was eligible to received Medi-Cal services at the time the services were provided to the Beneficiary.
- 25.3 The services included in the claim were actually provided to the beneficiary.
- 25.4 Contractor certifies that the following processes are in place.

25.4.1 Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with applicable Federal and State standards.

25.4.2 The designation of a compliance officer and a compliance committee that is accountable to senior management.

25.4.3 Effective training and education for the compliance officer and the organization's employees.

25.4.4 Enforcement of standards through well-publicized disciplinary guidelines.

25.4.5 Provisions for prompt response to detected offenses, and for development of corrective action initiatives relating to the provisions of mental health services.

25.4.6 Confirmation that subcontractors and all employees are not excluded from Medi-Cal and Medicaid participation.

25.5 Contractor attests that it has not current business or financial relationship with any County Employees that would conflict with this Agreement and will not enter into such business or financial relationships with any such employees during or following the period of this agreement.

26. Beneficiary Problem Resolution. Contractor agrees to provide Amador County Medi-Cal beneficiaries with the Amador County Informing Materials, which contains contact information, provider list and grievance forms, envelopes and brochures. Contractor also agrees to post this information where Medi-Cal beneficiaries can read them.



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

COUNTY OF AMADOR

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

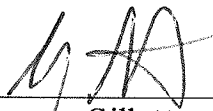
BY: \_\_\_\_\_  
Brian Oneto  
Board of Supervisors

BY:  \_\_\_\_\_  
Shawn Silva, CEO

Federal I.D. No.: 62-1658494

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

## **ATTACHMENT A – SCOPE OF WORK**

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

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

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

**ATTACHMENT B – FEE SCHEDULE  
BHC Heritage Oaks Hospital FY 15-16**

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

Medi-Cal Rates

Hospital Inpatient (Mode 05, Service Functions 10-18)	\$770.00 child/day
Hospital Administrative Day (Mode 05, Service Function 19)	\$519.94 child/day
Inpatient Psychiatric Support Services (when services are provided)	\$90.00 child/day
Outpatient Services (Mode 15, Service Functions 01-79)	

Short-Doyle Rates

Hospital Inpatient, without Psychiatric Support Services	N/A for Short Doyle
Hospital Inpatient, with Psychiatric Support Services	\$860.00 child/day
Hospital Administrative Day, without Psychiatric Support Services	N/A for Short Doyle
Hospital Administrative Day, with Psychiatric Support Services	\$609.94 child/day

Medi-Cal Rates

Hospital Inpatient (Mode 05, Service Functions 10-18)	N/A for Adults
Hospital Administrative Day (Mode 05, Service Function 19)	N/A for Adults
Inpatient Psychiatric Support Services (when services are provided)	N/A for Adults
Outpatient Services (Mode 15, Service Functions 01-79)	

Short-Doyle Rates

Hospital Inpatient, without Psychiatric Support Services	N/A for Adults
Hospital Inpatient, with Psychiatric Support Services	\$950.00 adult/day
Hospital Administrative Day, without Psychiatric Support Services	N/A for Adults
Hospital Administrative Day, with Psychiatric Support Services	\$609.94/adult day

In consideration for Contractor's providing psychiatric inpatient services to County patients, pursuant to the services description in section 1 above, County shall guarantee Contractor the current MediCal rate of \$770.00 per patient day, excluding physician charges. Physician charges will be billed separately to county at the rate of \$90.00 for MediCal Inpatient Professional Service. Pertinent information regarding MediCal Inpatient Professional Services will be sent to the County on a spreadsheet. This will allow the County the ability to bill the State for recoupment of payment for these services.

Prior authorization is not required for EMERGENCY services provided to County residents. "Emergency services" are defined as those screening, stabilization, and treatment services provided by Contractor to County residents who are inpatients on "5150" status or otherwise meet the definition of services provided in a medical

emergency as defined in Emergency Medical Treatment And Active Labor Act 42USC§1395dd. All other inpatient services must be pre-authorized.

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

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

The rate structure used to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services in Title 9, Chapter 11, including the treating doctor and does not include non-hospital based physician or psychological services unless the provider is a Short/Doyle provider. County will not pay for any services to MediCal beneficiaries of other counties. Per Diem rate for inpatient psychiatric services provided to County beneficiaries by Contractor is to be considered payment in full to third party liability and beneficiary share of cost. The rate for Non-MediCal patients admitted to Contractor's facility with prior authorization by County, will be \$860 - \$950 per patient day including physician charges and will be paid to Contractor within 30 days after receipt of claim. The rate for an Administrative Day will be \$519.94-\$609.94 County will be separately liable for transportation and transfer costs incurred when medically necessary.

**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for BHC HERITAGE OAKS HOSPITAL, INC., dba HERITAGE OAKS HOSPITAL, (the “Contractor”), certifies as follows:

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

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

Printed Name: Shawn Silva Date 11/25/15

Title: CEO

Signature: 



Universal Health Services, Inc.  
UHS of Delaware, Inc.

367 South Gulph Road  
PO Box 61558  
King of Prussia  
Pennsylvania  
19406-0958  
610-768-3300

**Re: UHS Acquisition of PSI Hospitals  
Self Insurance Program – Letter of Explanation**

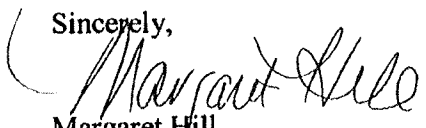
Universal Health Services, Inc. is a publicly traded hospital management and ownership company located in King of Prussia, PA. We have been in the hospital industry for over 30 years. Currently, we own and/or manage over 250 hospitals in the United States, Puerto Rico and the Virgin Islands. On November 15, 2010, Universal Health Services, Inc. concluded the stock purchase of Psychiatric Solutions, Inc. As a result of the acquisition, Psychiatric Solutions, Inc. is now a wholly-owned subsidiary of Universal Health Services, Inc. (UHS).

Each January 1, UHS will provide a certificate of insurance to your organization evidencing primary and excess general liability limits for the current calendar year. Please be advised that each UHS hospital\* self insures general and hospital professional liability exposures up to \$3M (each and every occurrence) with an unlimited general aggregate limit. The self insurance program of each hospital is managed by the parent subsidiary, UHS of Delaware, Inc. Loss projections for each hospital are actuarially calculated and consolidated corporate accruals are then established based on these projections. This method of loss funding is approved by our company's auditors and adequacies of gross accruals are reviewed twice yearly.

UHS is more than willing to work with your company to satisfy insurance requirements and we appreciate your understanding of what we can practically evidence due to the self insurance indemnification. I would also like to refer you to the company's website, [www.uhsinc.com](http://www.uhsinc.com) to download the most recent annual filing (2012) when it becomes available in April each year, or the most recent 10-Q, where the adequacy of the self insurance accruals are discussed in more financial detail.

Please contact Michelle Cruz-Cartaya at [Michelle.Cartaya@uhsinc.com](mailto:Michelle.Cartaya@uhsinc.com) or 615-261-5576 if you have further questions or concerns.

Sincerely,

  
Margaret Hill  
Manager of Corporate Insurance  
Universal Health Services, Inc.

/mc

*\*UHS wholly-owned PSI hospitals located in the state of Florida and in Puerto Rico are not self insured, but have coverage thru PSI Surety, Inc.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 1717 Arch Street PHILADELPHIA, PA 19103-2797		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		<b>FAX (A/C, No):</b>
429813-HERIT--15-16	HERITA AU,WC	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Heritage Oaks Hospital c/o UHS of Delaware, Inc. Attn: Margaret Hill 367 S. Gulph Road King of Prussia, PA 19406		<b>INSURER A:</b> N/A	N/A	
		<b>INSURER B:</b> National Union Fire Ins Co. of Pittsburgh PA	19445	
		<b>INSURER C:</b> New Hampshire Insurance Company	23841	
		<b>INSURER D:</b> The Insurance Company of the State of Pennsylvania	19429	
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-003851565-22                      **REVISION NUMBER:** 4

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 ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
B	AUTOMOBILE LIABILITY			6758458 (AOS)	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			6758459 (VA)	01/01/2015	01/01/2016	BODILY INJURY (Per person) \$
B	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS			6758460 (MA)	01/01/2015	01/01/2016	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED    RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			024508679 (AOS), 024508680 (AOS)	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		024508681 (FL)	01/01/2015	01/01/2016	E.L. EACH ACCIDENT \$ 2,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	024508682 (CA)	01/01/2015	01/01/2016	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
D				024508683 (MA, WI)	01/01/2015	01/01/2016	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Amador County Mental Health  
Attn: Jackie Friday  
1003 Broadway, Suite 205  
Jackson, CA 95642

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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# 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:	
December 22, 2015	

To: Board of Supervisors

Date: December 7, 2015

*Agmt*

From: J.C. Wegner  
 (Department Head - please type)

Phone Ext. 515

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

Agenda Title: Annual Federal Equitable Sharing Agreement and Certification Report

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The Amador County Sheriff's Office is requesting approval of the Federal Equitable Sharing Agreement and Certification for Fiscal Year 14/15. This form documents income and expenditures as they relate to federal asset forfeiture and is required for continued participation in the program.

Recommendation/Requested Action:  
Approve report and agreement, authorize Chairman Oneto's electronic signature

Fiscal Impacts (attach budget transfer form if appropriate) None      Staffing Impacts None

Is a 4/5ths vote required?      Yes       No

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

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

Comments: Agreement and Report attached

Request Reviewed by:

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

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

### FOR CLERK USE ONLY

Meeting Date December 22, 2015      Time 9 a.m.      Item # 4C

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
--	---	--





# Equitable Sharing Agreement and Certification



OMB Number 1123-0011  
Expires January 31, 2018

- Police Department  
  Sheriff's Office  
  Task Force (Complete Table A)  
 Prosecutor's Office  
  National Guard Counterdrug Unit  
  Other

\* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. \*

**Agency Name:** Amador County Sheriff's Office

**NCIC/ORI/Tracking Number:**

C	A	0	0	3	0	0	0	0
---	---	---	---	---	---	---	---	---

**Mailing Address:** 700 Court Street

**City:** Jackson      **State:** CA      **Zip:** 95642

**Finance Contact:** First: James      Last: Wegner

Phone: 209-223-6500      Email: jwegner@amadorgov.org

**Preparer:** First: James      Last: Wegner

Same as Finance Contact      Phone: 209-223-6500      Email: jwegner@amadorgov.org

**Last FY End Date:** 06/30/2015

**Agency Current FY Budget:** \$14,138,066.00

- New Participant:**      Read Equitable Sharing Agreement and sign Affidavit  
 **Existing Participant:**      Complete Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit  
 **Amended Form:**      Revise Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit

## Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Funds Balance (Must match Ending Balance from prior FY)	\$194,940.33	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (Complete Table B)		
4	Other Income	\$0.00	\$0.00
5	Interest Income <input type="radio"/> Non-Interest Bearing <input checked="" type="radio"/> Interest Bearing	\$651.32	\$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$195,591.65	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$3,730.32	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$191,861.33	\$0.00

<sup>1</sup> Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

<sup>2</sup> Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP, AND USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety, and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$3,730.32	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang, and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)		
l	Support of community-based programs (Complete Table E)		
m	Non-categorized expenditures (Complete Table F)		
n	Salaries (Complete Table G)		
<b>Total:</b>		\$3,730.32	\$0.00

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

Agency Name	NCIC/ORI/Tracking Number										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>										

**Table B: Equitable Sharing Funds Received from other Agencies**

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 450px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr></table>										

**Table C: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table D: Transfers to Other Participating Law Enforcement Agencies**

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

**Table E: Support of Community-based Programs**

Recipient	Justice Funds	Treasury Funds
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Table F: Expenditures not Categorized in (a) - (n) Above**

Description	Justice Funds	Treasury Funds
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Table G: Salaries**

Salary Type	Justice Funds	Treasury Funds
<input type="radio"/> Overtime <input type="radio"/> Match for Federal Salary Grant <input type="radio"/> DARE/SRO Officer <input type="radio"/> Federal Task Force Replacement Officer	<input type="text"/>	<input type="text"/>

**Table H: Civil Rights Cases**

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

Paperwork Reduction Act Notice

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

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

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

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

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

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

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

**7. Freedom of Information Act.** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

# Affidavit

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

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

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

**If you answered yes to the above question, complete Table H**

## Agency Head Electronic Signature

Name: MARTIN A. RYAN  Title: Sheriff-Coroner  
Email: martinryan@amadorgov.org

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs. The Law Enforcement Head also certifies that no items on the Prohibited List, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds after May 18, 2015.

## Governing Body Head Electronic Signature

Name: BRIAN ONETO Title: Chairman - Amador Co. BOS  
Email: boneto@amadorgov.org

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

### Final Instructions:

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

Step 3: Email the XML file to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)

# 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: _____	

To: Board of Supervisors

Date: 12/09/2015

*Agmit*

From: JC Wegner  
(Department Head - please type)

Phone Ext. 515

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

Agenda Title: ATCAA Agreement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
This is an agreement which authorizes ATCAA to provide Positive Parenting and Anger Reduction classes to persons incarcerated in the Amador County Jail. The services are paid for with Inmate Welfare Funds.

Recommendation/Requested Action:  
Approve Agreement, Authorize Chairman's Signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Funded via IWF

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:

Chairman <u><i>[Signature]</i></u>	Counsel <u><i>GO</i></u>
Auditor <u><i>JOR</i></u>	GSA Director _____
CAO <u><i>[Signature]</i></u>	Risk Management <u><i>Outdated ins requirement mt.</i></u>

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

Risk

### FOR CLERK USE ONLY

Meeting Date December 22, 2015 Time 9:00 a.m. Item # 4D

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

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

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

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

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

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

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

Completed by \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

~~CONTRACT BETWEEN AMADOR COUNTY  
AND AMADOR-TOULUMNE COMMUNITY ACTION AGENCY FOR  
POSITIVE PARENTING AND ANGER REDUCTION SKILLS FOR  
INMATES OF THE AMADOR COUNTY DETENTION FACILITY~~

This CONTRACT is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2015, in Jackson, California by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as the COUNTY, and Amador-Tuolumne Community Action Agency, hereinafter referred to as CONTRACTOR.

WHEREAS, COUNTY desires to facilitate Positive Parenting and Anger Reduction Skill education for the inmates of the Amador County Detention Facility pursuant to Title 15, Section 1070, of the California Code of Regulation; and,

WHEREAS, CONTRACTOR has employees who have the required knowledge and skills to operate such a program; and,

WHEREAS, CONTRACTOR is a nonprofit private and public organization established under the Economic Opportunity Act of 1964 and Community Action Agencies help people to help themselves in achieving self-sufficiency; and,

WHEREAS, COUNTY desires to engage CONTRACTOR to provide staff to continue the current program.

NOW, THEREFORE, the parties mutually agree hereto as follows:

1. **ADMINISTRATION:** COUNTY'S Sheriff or his designated representative, hereinafter called "County Representative", shall represent COUNTY in all matters pertaining to this CONTRACT and shall administer this CONTRACT on behalf of COUNTY.
  
2. **DESCRIPTION OF SERVICES:**
  - a. CONTRACTOR shall provide employees who have received sufficient education and training to enable them to competently perform the services listed on Exhibit "A" when directed to do so by the Sheriff, or his designee. CONTRACTOR shall designate the employee or employees who shall render services pursuant to this Contract; provided, however, that if COUNTY has an objection to any such employee, CONTRACTOR shall designate a different employee or employees to provide services under this Contract.
  - b. CONTRACTOR shall provide weekly Positive Parenting classes and Anger Management classes for inmates incarcerated in the Amador County Jail. CONTRACTOR shall not provide any greater than 8 hours per week for these classes unless pre-authorized by the Amador County Jail Facility Administrator.

CONTRACTOR shall develop, design and implement the curriculum for the classes being provided to the inmates at CONTRACTORS expense.

CONTRACTOR shall provide all handouts and materials necessary for the successful instruction of the provided classes. CONTRACTOR shall meet with the Jail Programs Manager at least monthly regarding the child visitation program to ensure effectiveness of the provided instruction. The Jail Programs Manager agrees to meet with the CONTRACTOR representative at least monthly regarding child visitation program to ensure effectiveness of the instruction. CONTRACTOR shall be available to the Jail Programs Manager on a consultation basis regarding individual participating inmates.

- c. **BACKGROUND:** CONTRACTOR employees shall submit to a live scan fingerprint criminal history background check through the California Department of Justice at the expense of the COUNTY for review by the COUNTY prior to CONTRACTOR employee/s being allowed any interaction with any inmate of the COUNTY detention facility (see exhibit B).
- d. **FACILITY SAFETY AND SECURITY:** CONTRACTOR will agree to the following conditions. CONTRACTOR employees will agree to be subject to search and seizure at any time while on the grounds of the Amador County Jail. No person who is under the influence of alcohol or drugs will be admitted into the facility. No passing of messages or gifts to inmates from any person, or from inmates to persons outside of the facility, or from inmates to other inmates; i.e. male to female, female to male, male to male, etc. Under Penal Code section 4570, unlawful communication is a criminal offense. Any communication either verbal or written that can be construed as an attempt to assist in an escape may be an arrestable offense and is prohibited. No food, drinks, cigarettes, cigars, pipes, matches, lighters, no pens (pencils only), no sharp objects, no weapons or items that could be used as weapons, or items that could be used in an escape; i.e., firearms, knives, chains, wire, rope, etc. Purses and brief cases will be taken at the door and secured in the Jail control room. Disrespect to any Amador County Sheriff's Office personnel or volunteers will not be tolerated and may result in dismissal from the volunteer program. All CONTRACTOR employees being allowed within the Amador County detention facility will agree to and sign a Volunteer Indemnification and "Hold Harmless" agreement prior to admittance to the detention facility (see exhibit C). The COUNTY shall have and maintain the authority to disallow and refuse without reason any CONTRACTOR employee admittance to the facility and its' inmates. All CONTRACTOR employees entering the Amador County Jail must be aware that they will or possibly will have contact with a person or inmate/s who have a communicable disease. All CONTRACTOR employees will be aware that the Amador County Jail has a no hostage policy.
- e. **NON-DISCRIMINATION:** During the performance of this CONTRACT, CONTRACTOR shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or inmate because of sex, race, color, ancestry, religion, national origin, disability, physical or mental status, age or marital status.



- f. The parties acknowledge that CONTRACTOR has adopted a drug-free workplace policy in conformance with State and Federal laws that cover CONTRACTOR's employees. A copy of the policy is attached hereto as Exhibit "D". The CONTRACTOR has received a copy of the COUNTY of Amador Alcohol-Free and Drug-Free Workplace policy number 2-300. The CONTRACTOR has read and signed the Attachment "B", the Policy Acknowledgment form for Contractors. (see attached original signed Acknowledgment form).
- g. PRISON RAPE ELIMINATION ACT (PREA): All CONTRACTOR employees who enter the Amador County Jail shall be trained on PREA standards. The training shall be administered by the CONTRACTOR and shall be approved by the COUNTY.

**3. TERMS OF AGREEMENT:**

- a. The term of the CONTRACT shall commence on January 2, 2016 and shall terminate on December 31, 2016, unless otherwise terminated.
- b. Either party may terminate this CONTRACT by providing the other party with written notice at least thirty (30) days prior to the date of termination. COUNTY may immediately terminate this CONTRACT for cause. The CONTRACT is dependent upon funding from the Inmate Health and Welfare fund pursuant to section 4025(e) of the California Penal Code, funds being expended for the welfare and education of the inmate population of the Amador County Jail.

**4. COMPENSATION:**

COUNTY shall reimburse CONTRACTOR for services rendered pursuant to this CONTRACT at a rate of Twenty-five Dollars and no Cents (\$25.00) per hour for the life of the contract. CONTRACTOR shall submit quarterly a detailed statement of hours worked (broken down by general category). COUNTY shall not pay for mileage in any way whatsoever.

**5. CONFIDENTIALITY:**

All parties to this CONTRACT shall maintain the confidentiality of all its records, including, but not limited to, billings, COUNTY records, inmate records, and all other applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality of inmate records and information.

**6. INSURANCE:**

CONTRACTOR shall provide proof of policy of insurance satisfactory to the COUNTY Risk Manager evidencing that CONTRACTOR maintains the following:

- a. Worker's Compensation Insurance: CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Worker's Compensation Insurance for all of its employees to be engaged in work and provide proof of said insurance to COUNTY.
- b. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Commercial General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage:

Personal injury, premises-operations, products and complete operations, blanket contractual, and independent contractor's liability.
- c. Automobile Liability Insurance: CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Comprehensive Automobile Liability Insurance, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence and provide said proof of insurance to COUNTY.

Certificates of Insurance for Commercial General Liability and Automobile Liability shall be on file with the County of Amador, Office of Risk Management, 810 Court Street, Jackson, Ca. 95642 within ten (10) days after Board of Supervisor's approval of this contract. The Commercial General Liability and Automobile Liability policies must be endorsed to name the County of Amador, its officers, employees and volunteers as additional insured.

## 7. INDEMNITY

CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation and reasonable attorney's fees) of every nature arising out of or in any manner connected with the performance by CONTRACTOR and its employees of work under the Agreement, or CONTRACTOR's failure to comply with any of its

obligations contained in this Agreement, except such loss or damage that is caused by the sole negligence or willful misconduct of COUNTY.

**8. MISCELLANEOUS**

- a. Only the Board of Supervisors has the authority to agree to any extension of time, change order, change in the Duties and Responsibilities, change in the CONTRACT price, or other term or condition affecting either CONTRACTOR's or COUNTY's duties set forth herein. CONTRACTOR acknowledges that no COUNTY staff person or COUNTY officer has the power to amend the terms and conditions of the CONTRACT. Any change not authorized in advance in writing by the Board of Supervisors shall be null and void.
- b. It is understood that CONTRACTOR and its employees are not acting as employees of the COUNTY, but solely as an independent CONTRACTOR. This CONTRACT shall not be construed or considered to create an employer/employee relationship of any nature.

**IN WITNESS THEREOF**, this Agreement has been executed by and behalf of the parties on the day and year below.

\_\_\_\_\_  
MARTIN A. RYAN, SHERIFF-CORONER  
AMADOR COUNTY SHERIFF'S OFFICE

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

\_\_\_\_\_  
BRIAN ONETO, CHAIRMAN  
AMADOR COUNTY BOARD OF SUPERVISORS

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

ATTEST:

\_\_\_\_\_  
AMADOR COUNTY CLERK OF THE BOARD

\_\_\_\_\_  
SHELLY HANCE, EXECUTIVE DIRECTOR  
ATCAA

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
GREG GILLOTT  
AMADOR COUNTY COUNSEL

## Positive Parenting / Life Skills Education Course

### Session 1

#### Session 1

#### MODELING APPROPRIATE BEHAVIOR

#### MODELING

One of the ways a child learns is by observing and imitating how a parent, as well as others, behaves. Children copy or imitate many kinds of behaviors. A great deal of the modeling behavior done by parents is un-intentional. We sometimes don't recognize the behaviors our children are picking up from us. Our children watch and listen very carefully to what we say and do, and often demonstrate many of our attitudes and behaviors, both positive and negative.

#### **BEGIN WITH PREVENTION**

Before a child is born, it is important to examine your own behaviors; your home environment, your relationships, your daily routines, how you manage work and other activities, and how you follow through on responsibilities and commitments. If you already have children, these are still important areas to examine as a way to create a healthy home life.

**POSITIVE MODELING** means demonstrating a desired behavior. Because all of your actions are **MODELING** some aspect of behavior to your child, **POSITIVE MODELING** means you behave in the same manner you want to see your child **behave**.

#### **1. GUIDELINES for MODELING a behavior or task you want your child to learn:**

- a. Perform **ONLY ONE** behavior at a time; then positively **REINFORCE** the child when he imitates you.

For example: Clearing the table after dinner - Take one dish, one set of silverware and one glass to the sink. Instruct your child to follow your example and do the same, until the entire table is cleared.

Offer words of encouragement for the child's efforts. Allow them to complete the task to the best of their ability. Offer assistance, but, let them decide if they want it. This way your child will feel capable, know you are pleased with their behavior, and look forward to future learning.

- b. If you are working with a very young child, teach only one step at a time and repeat often. Use encouraging words and affection to let the child know how proud you are.

#### **2. DO NOT REINFORCE INAPPROPRIATE EFFORTS** even if they are cute or funny.

For example: Mom asked Tom to pick up his toys. Instead of obeying Mom's request, Tom began to act like a big gorilla, loping around the room, scratching his armpits and beating his chest. Mom was amused by Tom's behavior and started laughing at him, then she started picking up the toys herself. For weeks following this behavior every time Tom was asked to do something, he would go into his gorilla routine. What was funny at first, may soon become an irritating and annoying habit.

Positive Parenting / Life Skills Education Course  
Session 1

**DEMONSTRATE COPING SKILLS**

Children imitate their parents. They will learn to react to most situations the same way you do. If you yell at a child, they will yell. If you spank a child, they will hit. If you ridicule a child, they will use name-calling. If you bribe a child, they will learn to ask, "What's in this for me?"

But, if you:

- Use words to express upset feelings, your child will express their feelings without aggression.
- If you leave a frustrating situation to cool off, your child learns to take time to think before reacting.
- If you share things, your child will learn to be thoughtful of others.
- If you are polite and respectful, your child will learn to cooperate.

There is **NO LIMIT** to the type or kinds of behaviors that can be **MODELED**. For this reason, parents need to **MODEL** the kinds of behaviors they want their child to learn.

A parent may feel that their influence decreases as their child grows into the teen years. But, teenagers still look to a parent first for guidance and support, even though others may also influence them during those difficult years.

**The PARENT'S JOB** then, is to **MODEL** to the best of their ability the kinds of behaviors they wish their children to acquire and provide other **ROLE MODELS** that represent **the BEST THE WORLD HAS TO OFFER** their children.

Positive Parenting / Life Skills Education Course  
Session 1

**HOMEWORK ASSIGNMENT: Modeling Behavior**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

For this week, practice recognizing the goal of your child's behavior. Pick just one child and observe or remember a behavior you would like changed. What was the *child's behavior*? What was your *feeling* about the child's behavior? What was your *child's reaction* / response to how *you handled* the situation? Then, prepare to share with the class, what you thought the goal / purpose of your child's behavior was. The experiences you describe in this homework may be positive or negative. Together we will continue positive parenting skills.

\*\*\*Use the Observation Recording Sheet below:

**BEHAVIORS/OBSERVATION:**

**WHAT YOU DID:**

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Session 2

**THINK YOU KNOW SOMETHING ABOUT CHILD ABUSE?  
QUESTIONS & ANSWERS**

**Q. What is child abuse?**

A. The *PREVENT CHILD ABUSE AMERICA* organization defines child abuse this way:

“Any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation; or an act or failure to act which presents an imminent risk of serious harm.”

- ✓ Neglect is failure to provide a child with the basic necessities of life including: food, clothing, shelter, medical / dental care, supervision or inadequate supervision, and education.
- ✓ Physical Abuse is any non-accidental act that results in physical injury. This includes; severe corporal punishment, shaking, throwing, burns, cutting, poking, twisting limbs, strangulation, human bites, or otherwise torturing a child.
- ✓ Emotional / Verbal abuse is a pattern of behavior that attacks a child’s emotional development and sense of self-worth. Examples include constant criticizing, belittling, insulting, rejecting, blaming, threats, screaming, sarcasm, unpredictable responses from a caregiver, continual negative moods, constant family discord, double-message communication, and lack of loving attention, support, or guidance.
- ✓ Sexual molestation/abuse is the exploitation of a child for the sexual gratification of an adult. It may be a single incident or many acts over a long period of time. It may be a forced act or occur by use of trust, relationship, coercion, threats or tricks. The offender may be someone the child is related to, has a close relationship with, or does not know at all. It includes; rape, incest (sexual activity between close relatives) or intrafamilial abuse (sexual activity with persons in a family setting such as step relatives, boy/girlfriends), exposure to any form of pornography, and internet exploitation.

**Q. How is child abuse reported?**

A. Any person may report the suspicion of, or a witnessed abuse of a child. The report may be given anonymously. In Amador County call 223-6550. However, certain persons are required by law to report any suspected or know abuse of a child. They are called Mandated Reporters. Mandated Reporters receive education and training regarding child abuse. Mandated Reporters are people who have contact with children because of their profession, or laypersons that have contact, or a special working relationship with children.

## HOW TO PREVENT CHILD ABUSE

### SHAKING AND TOSSING: IT'S NEVER OK TO SHAKE YOUNG CHILDREN

The neck is very weak in small children and infants.  
The head, by contrast, is very heavy.

#### HELPFUL HINTS:

1. Always support the neck of infants, babies and small children.
2. When playing with your child, **never** throw or toss the child.
3. If you are upset, **calm down** before touching, holding or talking with your child.
4. Screen all babysitters carefully. Know their temperament, history, and experience with young children.

### STRESS AND CHILD ABUSE

When children misbehave, parents often think they aren't doing a "good" job. If you feel responsible for all of your child's misbehavior you will feel stress. That stress is hard on you and may cause you to be unreasonably hard on your child. All children **will** misbehave as they grow and mature, so parents will be more effective when they learn to cope with their own stress, and replace it with healthy parenting skills. Children need parents who are willing to make changes that provide the best family life possible for them. But that doesn't mean we will succeed 100 percent of the time. Like children, adults make mistakes too. Instead of criticizing yourself, talk to yourself using positive messages. For example, if a parent thinks; "If I were a good mother or father, my child wouldn't be having so many tantrums." Instead, ask yourself, "How can I help my child avoid a tantrum?"

Even small changes like this can reduce your parenting stress level, and increase your belief that you will be able to solve problem behaviors. And remember to talk about what you are doing well! Give yourself and your child credit for the good times you have together.

**\*\* Effective parenting requires support, education and a willingness to experiment with a variety of methods that are chosen for the individual needs of your child.**



## CHILD ABUSE PREVENTION

### 10 ALTERNATIVES TO LASHING OUT AT YOUR KIDS

1. Take a deep breath. And another. Remember you are the adult.
2. Close your eyes and imagine you are hearing what your child is about to hear.
3. Press your lips together and count to 10. Or better yet, count to 20.
4. Put your child in a safe place so you can take a time out. Think about why you are angry. Is it your child, or, is your child simply the target for your anger because something else is affecting you?

10. Splash cold water on your face.

10. Phone a friend.

7. If someone can watch the children, go outside and take a walk.
8. Hug a pillow.
9. Turn on some music. Maybe even sing along.
10. Pick up a pencil and write down as many helpful words as you can think of. Save the list.

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**Session 2**

**Homework Assignment: CHILD ABUSE**

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Please answer TRUE or FALSE.**

1. \_\_\_\_\_ Neglect means a child's basic need of adequate food, clothing, shelter, hygiene, supervision, medical and dental care is not taken care of.
  
2. \_\_\_\_\_ Non-accidental physical injuries that leave marks on a child are physical abuse.
  
3. \_\_\_\_\_ Emotional abuse is repeated negative comments and judgments, unreasonable and impossible demands, unpredictable responses from a caretaker.
  
4. \_\_\_\_\_ Any sexual contact or interaction with children, especially if forced or tricked is sexual abuse.

**Please list six ALTERNATIVES TO LASHING OUT AT YOUR KIDS. List them in order of importance to YOU!**

1.

2.

3.

4.

5.

6.

UNDERSTANDING MISBEHAVIOR AND DISCIPLINE

**CHILDREN MISBEHAVE FOR MANY REASONS, HERE ARE 3**

**1. THEY DON'T KNOW THE RULES**

Remember, children are experiencing many things for the first time. Often, they truly don't know that what they're doing is not acceptable.

**2. THEY KNOW THE RULES BUT BREAK THEM ANYWAY**

It is normal for children to challenge limits. Children may break rules because they're angry, need attention, are not yet able to control their emotions, or may just be experimenting with what will happen.

**3. THEY DON'T FEEL WELL**

Children, like everyone else, sometimes feel sick, hungry, tired or upset. But children lack the skills to express their needs and wants. They may "act up" instead.

**HOW TO TEACH YOUR CHILDREN DISCIPLINE**

Children need to be taught discipline. Parents are responsible for teaching a child how to behave appropriately. Teaching discipline takes time and practice, but, it gets easier as children learn to control their own behavior. And best of all, teaching discipline does not have to hurt either the parents or the kids. Below is more information about discipline.

**PARENTS ASK...**

**WHAT IS DISCIPLINE?**

Discipline is teaching and training. Discipline is helping children develop self-control. Discipline is setting limits and correcting misbehavior. Discipline also is encouraging children, guiding them, helping them develop a positive belief in themselves, and teaching them how to think for themselves so they can solve their own problems.

**IS SPANKING A USEFUL APPROACH TO DISCIPLINE?**

No. Discipline helps children learn how to control their own behavior. Spanking negatively controls a child's behavior. Spanking does not teach children how to change what they are doing, which is what effective discipline does.

**ISN'T IT JUST EASIER TO SPANK MY CHILDREN SOMETIMES?**

It may seem easy at the time. But children who are hit to solve problems by being aggressive or hitting others. Many parents notice that after a spanking the child may settle down for a while, but pretty soon they start misbehaving again.

**WON'T SPANKING TEACH CHILDREN WHO'S BOSS?**

Kids do need to know that the adult is in charge. But spanking can teach children to be afraid of the adult in charge. Positive discipline teaches children to respect the adult in charge. And, respect goes both ways - treat children with respect and help them learn and practice self-control, and they will learn to trust and respect you, and listen to you.

**WON'T SPANKING MAKE MY CHILDREN AFRAID TO MISBEHAVE?**

It can. Spanking can make children afraid to misbehave, but probably only when you are watching. Spanking can also make them afraid of you, which will interfere with the child's ability to trust you. Children need to learn to control their own behavior through positive discipline. Then even when you are not around to see what they are doing, they are making good choices.

**DON'T CHILDREN NEED A GOOD SPANKING SOMETIMES?**

No child needs a spanking. Spanking can be dangerous. Adults cannot control the affect spanking has on a child, and may hurt a child badly by spanking them. Children do not need to be hit in order to learn how to behave.

**IF I DO NOT SPANK, THEN WHAT CAN I DO?**

You can do lots of things that will help your children learn self-control - you can help them feel good about themselves, you can show them how a person with self-control acts, you can guide them, you can set limits, you can correct misbehavior by talking to them and using appropriate consequences, and you can teach them how to solve problems and think for themselves.

**POSITIVE DISCIPLINE ENCOURAGES CHILDREN, GUIDES THEM, AND HELPS THEM FEEL GOOD ABOUT THEMSELVES AND THEIR BEHAVIOR.**

**WHAT CAN I DO TO HELP MY CHILDREN FEEL GOOD ABOUT THEMSELVES?**

Let them know what they are doing right, as well as about the mistakes they make. Hearing good things makes us feel good and makes us want to do more good things. Say two or more nice, but true, things to children for every time you correct them. Remember, when they are changing their behavior, tell them how well they are doing, even if they improve just a little. "Great, you played on the playground all morning without fighting."

**ENCOURAGE GOOD BEHAVIOR**

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Session 3

**KEEP THESE TIPS IN MIND when dealing with your child's behavior:**

**SET CLEAR RULES**

Make sure you explain to your child what the rules are so she knows which behaviors are OK and which ones are not. Set up a routine for bedtime, meals, homework, and other times when conflict is common.

**BE CONSISTENT**

Once you've set fair and reasonable rules, stick to them. Respond every time your child misbehaves.

**BE FIRM BUT FAIR**

Try not to overreact when your child breaks a rule. Focus on correcting the behavior.

**BE ENCOURAGING**

Take notice when your child behaves well! Tell them when they have made a good choice. Encourage the behaviors you want to see your child repeat.

**BE UNDERSTANDING**

Learn to understand your child's emotional needs by talking with them about their feelings and how to act on feelings appropriately.

**TO DEVELOP CONFIDENCE AND A POSITIVE OUTLOOK, EVERY CHILD NEEDS:**

**ACCEPTANCE**

Acceptance allows your child to feel loved for the person he is. Let your child know he is a valued part of the family. Tell your child "I love you" often. Never compare one child to another.

**ATTENTION**

Positive attention shows you care about what your child thinks, feels and does. Find out what things are important to your child and take an interest in them.

**SECURITY**

A child needs to feel protected. He must be able to count on your love - in good times and bad. When you spend time with your child, you help him feel more secure.

**Homework Assignment: POSITIVE DISCIPLINE**

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NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

During your next visit, practice the positive discipline suggestions from this lesson. If you are not having a visit, choose a situation you remember from the past. Write the results below.

**1. Situation:**

**What positive discipline suggestion did you use?      What were the results?**

**2. Situation:**

**What positive discipline suggestion did you use?      What were the results?**

**FATHERHOOD  
YOUR MOST IMPORTANT JOB!**

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Session 3

**EVERY CHILD NEEDS POSITIVE MALE ADULTS AS ROLE MODELS.**

A father is one of the most important people in a child's life. Being a father involves special:

- **RESPONSIBILITIES**  
A father sets the example for how his child learns to grow up healthy in body and mind.
- **REWARDS**  
A strong bond between a father and his child makes both lives richer.

**FATHERS HAVE A GREAT DEAL TO OFFER THEIR CHILDREN!**

**WHY LEARN ABOUT BEING A FATHER?**

Because what you do - or don't do - as a father will have a lasting effect on your child's life. Your love and care will offer your child the opportunity to experience:

- **HIGH SELF-ESTEEM**  
Feeling loved helps build a child's confidence and sense of self-worth. The child has a better chance of reaching his or her full potential.
- **HEALTHY RELATIONSHIPS**  
A child who feels close to his or her father will be better able to form close relationships with others, which also helps them make healthy relationship choices as an adult.
- **GOOD HEALTH**  
The physical care a father provides is essential to a child's well being. A child depends on their father to protect them physically as well as teach them how to stay in good health.

## COMMUNICATING LOVE AND ACCEPTANCE

Consider these ways parents can convey to their children that they are loved and accepted:

1. **TELL THEM**-- Our tendency is to tell our children more about how *not* to act and what *not* to do rather than **tell them we accept and appreciate them.**
2. **GESTURES AND TOUCH** -- Acceptance is *demonstrated* by gestures, facial expressions and touch. A hug, pat on the head, stroking of the hair, are all ways of showing children they are loved and cared for by you.
3. **ALLOW THEM SPACE**-- Allow children to engage in some activities without joining in the activity with them. Watch if you wish, but let them "do it their way". If we often step in and take over, we are communicating to our children "Without my help you won't do as well."
4. **LISTEN TO THEM**—During a conversation on the telephone, we acknowledge what the other person is saying by using small words or responses. For example; "Uh huh", "Yes, Oh". We speak very few words, yet the person on the other end knows we are listening to what they are saying. This same manner of speech can be used to help children know we are listening carefully.
5. **GET INVOLVED**-- Find out what their interests are. Volunteer to help with their interests such as sports, band, school etc. Be there physically for them, whether it is pre-school, graduation, talent show, sports, etc. Show support by asking the child how they would like you to be involved.
6. **PROVIDE ENCOURAGEMENT**-- We discussed in an earlier session the importance of encouraging children. Encouragement helps children develop positive beliefs about themselves. Even adults feel closer to others who help create positive feelings.

### EFFECTIVE COMMUNICATION BEGINS WITH YOUR EARS, NOT YOUR MOUTH.

Listening is an act of caring. By truly listening, you show that you care and accept the other person. When someone confides in you, they don't necessarily want your opinion, but merely want to be heard and accepted for how they feel right then.

#### Listening guidelines:

- **Observe the whole person while listening; eye contact, facial expressions, tone of voice, posture and body movements.**
- **Check your own body posture, expression and voice when responding.**
- **Listen carefully to what is being said and think of a word to identify their feeling.**
- **Tell the person, as exactly as you can, what you heard him say and how you think they feel.**
- **It's OK to guess the person's feeling if you are not sure. The person speaking will correct you if need be.**
- **DO NOT respond by giving opinions or advice, using logic, questioning, analyzing or evaluating.**



## ACTIVE LISTENING IS AN ACT OF LOVE

**Listening is an act of love.** By truly listening you show that you care and accept the other person. When someone confides in you, she does not necessarily want advice or counseling, she merely wants to be heard and accepted for who she is and how she is feeling.

1. **Listen** carefully to what is being said, and **identify the feeling** in the person's message.
2. Tell the person, as exactly as you can, what you heard him say and the feelings you observe.
3. **Do not** respond to her message by sending a message of your own, such as *evaluating, giving opinions or advice, using logic, analyzing, questioning, etc.*
4. You can practice **ACTIVE LISTENING** by beginning your sentence in one of the following ways:

"You feel that \_\_\_\_\_"

"What I hear you saying is \_\_\_\_\_"

"What I think you said is \_\_\_\_\_"

"You're (name the feeling) \_\_\_\_\_"

5. Remember, **Active Listening** involves paying attention to body language. Facial expression and gestures, for example, often speak louder than words.
6. As a safe **GENERAL RULE: SIMPLY RESTATE** what the other person has said or what you think they are feeling.

## AVOIDING PROBLEMS

### MAKING YOUR EXPECTATIONS CLEAR

Children often see the world dramatically different from adults. So as not to confuse children about what we expect, we need to communicate clearly to them. These skills will help be helpful.

#### 1. SPEAK AT THE CHILD'S LEVEL

When you are focused on creating cooperation with a child, it is important to speak at his or her level. This means communicating at the child's level *physically; developmentally; and / or emotionally*. Use words the child can understand.

#### 2. QUESTIONS VS. COMMANDS

Giving a *command* means that you expect the child to do something.  
EXAMPLE: "Put your bowl in the sink please."

Questions are asked in two ways. Ask a "yes" or "no" question only if you are willing to accept either answer.

EXAMPLE: "Do you want to put your bowl in the sink?"

If you want *information* ask questions that begin with; WHO, WHAT, WHERE, WHEN and HOW.

EXAMPLE: "Where did you put your bowl?"

#### 3. LIMITED CHOICE VS. FREE CHOICE

When you give a child a *free choice*, he is making the decision.  
EXAMPLE: "What do you want to do after school today?"

When you give your child a *limited choice*, you are choosing what is acceptable or manageable to you.

EXAMPLE: "After school we can go to the park or you may invite a friend over".

#### 4. CONTINGENT REINFORCEMENT

State clearly what you expect the child to do and what the results of their response will be.

"**When.....then**" tells the child what you want them to do and the consequence.

EXAMPLE: "**When** you put your blocks away, **then** we will read a story."

"**If.....then**" may be understood by the child as a *choice*. Choose your words carefully.

EXAMPLE: "If you put your blocks away, **then** we will read story."

#### 5. MAKE YOUR REQUESTS CLEAR AND IN ONE SENTENCE.

**AVOIDING PROBLEMS**  
*Continued*

**HOW TO PUT THESE SKILLS INTO PRACTICE:**

**1. FOLLOW THROUGH WITH YOUR DECISIONS.  
BE CONSISTENT.**

**2. AVOID REPEATING YOURSELF**

After the first request, **get up** and help your child do what was requested. By assisting the child to comply, the parent can model the behavior, teach the behavior, and prevent the child from being distracted.

After your child has practiced and become familiar with the expected behavior, positive and negative consequences can be used to help them continue to comply.

**3. THINK BEFORE YOU SPEAK**

Take just 30 seconds to choose your words carefully. Words are impossible to take back.

**4. MODELING; SET THE STAGE FOR GOOD BEHAVIOR**

Children learn from observations as well as experience. Practice the same behaviors you expect from your child. Discuss behavior choices you both make, and discuss ideas for improving or changing behaviors.

## STRESS AND YOUR CHILD

### ***CHILDREN ALSO FACE STRESS!***

Stories, paintings, movies and TV often show childhood as happy and carefree. But childhood is actually full of new experiences that can create or trigger stress for them. Even fun experiences - from birthday parties to vacation trips - can be stressful.

### ***SHOULD I BE CONCERNED ABOUT STRESS IN MY CHILD?***

#### **STRESS CAN BE POSITIVE...**

...like a burst of energy that helps us do our best and enjoy life more.

#### **AS WELL AS NEGATIVE...**

Too much stress can make children (and adults) cranky, unhappy and even ill. Knowing about stress and its effects can help you.

**RECOGNIZE** sources of stress in your child's life, and deal effectively with the people and places that may increase their stress.

**UNDERSTAND** your child better, by seeing the world more from a child's point of view.

**LEARN THE SIGNS** of harmful stress in children.

#### **PHYSICAL:**

- \* Headache, stomachache
- \* Trembling, nervous tics
- \* Teeth grinding (or complaints of sore jaw)
- \* Rise in accident-proneness
- \* Frequent urination, bed wetting
- \* Cracking knuckles
- \* Pulling on ear
  - \* Biting nails
- \* Picking at self
- \* Pulling/biting hair

#### **BEHAVIORAL:**

- \* Crankiness, laziness
- \* Anxiety, nervousness
- \* Poor eating habits
- \* Excessive TV watching
- \* Sleeping problems, nightmares
- \* Low frustration level

All children show some of these signs from time to time. When two or more of these signs are present and medical or physical causes are ruled out, and the signs remain, the child may be suffering from stress.

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**COMMUNICATION IS THE KEY!**

1. **TEACH YOUR CHILD** that the following are signs of stress:

- \* a pounding heart
- \* fast breathing
- \* tense muscles
- \* “butterflies” in the stomach.

2. **HELP YOUR CHILD** identify the cause of the stress. An upcoming quiz? A fight with a friend? A special occasion?

3. **ENCOURAGE YOUR CHILD** to create a plan to deal with the cause of the stress. Talk about the plan afterward. Discuss all ways the problem might be handled, and what they will do to prevent the problem from happening again. Praise their efforts to solve the problem.

Sometimes, the cause of stress is beyond a child’s control. ~~But~~ As a parent, discuss this with them and how important it is for them to go to adults for help.

**STRESS AND YOU**

**When You Feel Like Screaming Yelling!**

Raising a child can sometimes push a parent to their limits. Your child may find many ways to challenge you. It’s hard to be the one who is always responsible. Your body may get tense and you may feel like yelling or lashing out. When you think you just can’t stand it one more second, **STOP**. Take a “time out.” Here are a few time out ideas to try:

\*Close your eyes and take a couple long, deep breaths in and out of your nose.

\*Make sure your child is in a safe place, then close yourself in a room for just a few minutes until you calm down.

\*Tell those around you that you’ve reached your limit and you need to end the argument right now.

\*Ask a friend or relative to watch your child for a short time.

\*Look in the front of your telephone book and see if there is a parent hotline. Call the number before the problem becomes more serious. Keep it posted near your telephone with other emergency numbers.

**Amador County crisis line: 223-2600**

When you take time out to handle your stress, you’re doing yourself **AND** your child a big favor! Besides saving your child from painful words and actions, you’ll be showing your child the appropriate way to handle stress.

Amador-Tuolumne Community Action Agency  
FAMILY RESOURCE SERVICES  
Positive Parenting / Life Skills Education Course  
Session 5

**Homework Assignment: UNDERSTANDING STRESS**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

*List five PHYSICAL signs that your child would display if he or she were under stress:*

1.

2.

3.

4.

5.

*List three BEHAVIORAL TRAITS that may show your child is under stress:*

1.

2.

3.

*List three ways you can reduce stress:*

1.

2.

3.

### SEPARATION

For a child, perhaps the most unpleasant emotions of early life are the feelings of loss associated with a parent's absence. Some children are victims of a sudden, unexpected loss, or, perhaps a separation that may be only temporary. Or, there may not have been the opportunity to say good-bye. Parents can make the most of opportunities to communicate ways of coping with those sad and confusing feelings - with or without words. When permitted and appropriate, the absent parent can call, write letters, draw pictures or make a recording for their child.

Your child may cry, be frightened, or angry with you and hold you personally responsible for the separation. They will need affection (hugs, smiles, touches, kind words) and patience. Let the child show you when they need this.

Even if words fail you, through simple actions, you can demonstrate that your child's feelings are worthy of respect. Try to respond to your child and validate their feelings, such as, "I am sure you are very scared." "I understand how angry you feel." "I will be here for you when you are ready to come and visit or call." Through calm patience, you can restore your child to a more comfortable state of being.

### UNFAIR EXPECTATIONS

Unfair expectations happen when people think something will be better than it can be. Sometimes these are called "fixed ideas." They can cause a lot of unhappiness. When you expect someone to behave a certain way, and they don't, you may be confused and disappointed. When you expect your family to become the image you have created, then realize they aren't, you may be disappointed.

### EXPECTING INSTANT LOVE AND RESPECT

After a separation parents often want children to love and respect them again right away. They also may want their family life to quickly go back to what it was before they left. But, it is not natural to force feelings, especially feelings of love. There will be changes in a family when a parent has been away. They are not necessarily bad, they are not necessarily good. They are just different. We often assume that "different" means "bad". But that is not true. Changes are often for the better, especially if the family finds ways to work through all the emotions they are feeling.

### UNDERSTANDING THE EMOTIONS OF REUNIONS

Reunions are very emotional. The child may have a problem with listening and doing as their parents ask, which many parents will not understand or accept. The child may experience feelings of rejection and abandonment, which they unconsciously act out with their parents. It may be that the child is trying to be the “perfect” child, because they don’t want to risk losing a parent again.

A child may be cautious of the relationship because of the separation and loss experience, and have difficulties rebuilding trust in the parent. A child may think, “If they left me once, they can leave me again.”

Parents sometimes get defensive and deny what the child is trying to say to the parent about their feelings and experiences. It is understandably painful for a parent to accept that they have caused such hurt for their child, but making excuses or denying how the child feels can create a sense of frustration about getting the parent to understand them. Some children will give up on the conversation, some will learn to disregard or bury their feelings, some will try to change themselves into what they think the parent wants. In any case, the parent has lost an opportunity to get to know the person their child has become.

In healthy relationship many emotions are felt and expressed, including love, anger, joy, rage, hostility, and sadness. If these feelings can be confirmed and accepted if they can be tolerated by the parent, as the child struggles to relate to them again, it is possible to rebuild a satisfactory relationship.



Amador-Tuolumne Community Action Agency  
FAMILY RESOURCE SERVICES  
Positive Parenting / Life Skills Education Course  
Session 6

**Homework Assignment: DEALING WITH SEPERATION**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

***SEPARATION***

1. Describe how your child is dealing with your absence:

Now, using the techniques from this lesson, describe how you communicated with your child about the situation:

2. Upon returning home or re-entering your child's daily life, describe a situation you think might come up and how will you handle it?

Situation:

Your response:



**REQUIREMENTS FOR VISITORS, VOLUNTEERS AND COUNSELORS**

These rules are for the security and safety of the staff, inmates, volunteers, and visitors of the Amador County Jail. A waiver must be signed (see attached).

All persons entering the Amador County Jail must be aware that you will or possibly will have contact with a person or inmates who have a communicable disease.

- 1. Clean Record: No outstanding warrants. If you have an outstanding warrant/s, you will be arrested and booked at the Amador County Detention Facility.
- 2. No Prior Convictions: i.e., drug offenses or crimes of violence. If you have had a conviction for one of these offenses you may not be approved.
- 3. No Felony Convictions within the past 12 months will be admitted.
- 4. No person who is under the influence of Alcohol or Drugs will be admitted.
- 5. No passing of messages or gifts to inmates from persons outside of the facility, or from inmates to persons outside of the facility, or from inmates to other inmates, i.e., male to female, male to male. This is a criminal offense under section 4570 of the Penal Code, unlawful communication.

**Items not allowed in the Facility**

- 1. No food or drink/s. \* One **sealed** bottle of water is allowed if the session lasts over one hour. The bottle must be presented to jail staff upon arrival to the jail and departure from the jail.
- 2. No cigarettes, cigars, pipes, matches, or lighters.
- 3. No sharp objects.
- 4. No weapons or items that could be used as weapons, or items that could be used in an escape; i.e., firearms, knives, chains, wire, rope, etc.

Purses and brief cases will be searched for weapons at the door prior to entering the facility.

A pat search of your person and personal property may be performed before admittance.

If you are booked at the Amador County Jail you will not be cleared until 30 days after release.

Disrespect to any Amador County Sheriff's Office personnel will not be tolerated and may result in dismissal from the program you are participating in.

Any communication either verbal or written that can be construed as an attempt to assist in an escape may be an arrestable offense.

I agree to the above conditions and understand the above statements:

Pat Webb  
Signature

11-4-2015  
Date

[Signature]  
Witness



**VOLUNTEER INDEMNIFICATION AND "HOLD HARMLESS" AGREEMENT**

As an express condition to authorizing the undersigned to participate as a volunteer in the Amador County Jail, the undersigned agrees to indemnify and hold the Amador County Sheriff and the County of Amador, and the deputies and employees of both, free and harmless from and against any and all claims, suits, or actions arising out of or any way connected with the admittance to the detention facility to perform volunteer duties, including without limitation court defense costs and reasonable attorney's fees.

The undersigned further acknowledges that there is a certain element of unavoidable risk of danger from, among other things, assaults by inmates, response by Jail staff to disruptions and/or actual or threatened assaultive conduct by inmates against staff or visitors. The undersigned also acknowledges that there is a certain element of unavoidable risk of danger from communicable diseases, such as tuberculosis, among many others. With this in mind, the undersigned expressly acknowledges and assumes all risks of death, personal injury, or property damage that may arise as a result of him/her being granted permission for contact visits with inmates within the Jail.

The undersigned further acknowledges that on behalf of himself/herself, his/her heirs, successors, and assigns, that he/she is waiving any and all claims that may arise or be claimed to arise as a result of any contact visit within the Jail.

As a further condition to the granting of admittance into the Jail by the Amador County Sheriff, the undersigned acknowledges that he/she has read the above and understands the requirements and conditions for volunteers and counselors for the Amador County Jail.

**Applicant's Signature:** Pat Pitt **Date:** 11-4-2015

**Witness By:** Pat Pitt **Date:** 11-4-15



## AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY PERSONNEL POLICIES

### **7.8 Drug Free Workplace Policy (DFWP)**

#### Purpose

It is the intent of the ATCAA to maintain a workplace that is free of drugs and alcohol and to discourage workplace drug and alcohol abuse by its employees.

#### Policy

ATCAA has a vital interest in maintaining safe and efficient working conditions for its employees. Substance Abuse is incompatible with the health, safety, efficiency and success of the Agency. Employees who are under the influence of drug or alcohol on the job compromise the Agency's interests and endanger their own health and safety, as well as the health and safety of others.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment and operations, ATCAA has established a Drug Free Workplace guideline concerning the use of alcohol and drugs. As a condition of continued employment with ATCAA, each employee must abide by this guideline.

#### **7.8.1 DFWP Prohibited Conduct**

Employees are prohibited from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Agency premises or work locations.

Supervisors as well as any other employee should report immediately to their immediate supervisor any action by an employee who demonstrates an unusual or affected behavior. Employees believed to be under the influence of drugs, narcotics or alcohol will be challenged and required to leave the premises. Arrangements will be made to provide safe transportation.

#### **7.8.2 DFWP Disciplinary Action**

##### Discharge for Violation of Guideline

Employees will be subject to disciplinary action, up to and including termination, for violation of this policy. Violations include, but are not limited to, possessing illegal or not prescribed drugs and narcotics or alcoholic beverages at work; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on Agency premises and work locations.

##### DFWP Discretion not to Discharge

The Agency may choose not to discharge an employee for violation of this Guideline if the employee enrolls and satisfactorily completes participation in an approved drug or alcohol abuse assistance or rehabilitation program.

##### DFWP Effect of Criminal Conviction

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during an Agency-related activity of event will be deemed to have violated this Guideline.



## AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY PERSONNEL POLICIES

### **7.8.3 DFWP Employee Awareness Program**

The Agency has established a Drug-Free Awareness Program that is designed to inform employees about the danger of drug abuse in the workplace and to help assure that employees are familiar with this Guideline and with the disciplinary actions that can result from a violation of this Guideline. From time to time, employees will be requested to attend one of the sessions of the Drug Free awareness Program. During such session, employees will be given current information about available programs for counseling and rehabilitation.

### **7.8.4 DFWP Management Awareness on Alcohol and Drug Abuse**

Manager and Supervisors will be required to attend training sessions on alcohol and drug abuse. Managers and supervisors would be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or otherwise in violation of this Guideline. When management has reasonable suspicion to believe an employee or employees are working in violation of this guideline, prompt action will be taken.

### **7.8.5 DFWP Criminal Conviction for Drug Use**

Employees are required by this Guideline to notify the agency of any conviction under a criminal drug statute for a violation occurring in the workplace or during any Agency-related activity or event. Not later than five (5) days after any such conviction. Failure to notify the Agency of the above will result in disciplinary action up to and including termination. When required by federal law, the Agency will notify any federal agency with which it has contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

### **7.8.6 DFWP Use of Legal Drugs**

The Agency recognizes that employees may, from time to time, be prescribed legal drugs that, when take an prescribed or according to manufacturer's instructions, may result in impairment. Employees must report their use of over-the-counter or prescribed medication to their supervisor if the use might impair their ability to perform their job safely and effectively.

Employees may not work while impaired by the use of legal drugs in the impairment might endanger the employee or someone else, pose a risk of significant damage to Agency property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work.

To accommodate the absence, the employee may use accrued leave. The employee may also qualify for unpaid leave of absence, such as family care or medical leave. Nothing in this Guideline is intended to sanction the use of accrued leave to accommodate absences due to the abuse of legal drugs. Further, nothing in this Guideline is intended to diminish the Agency's commitment to employ or reasonably accommodate qualified disabled individuals. The Agency will reasonably accommodate any qualified disabled employee who must take legal drugs because of his or her



## AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY PERSONNEL POLICIES

disability if such reasonable accommodation will allow the employee to perform the essential functions of his or her position.

### **7.8.7 DFWP Unregulated or Authorized Conduct**

#### Customary Use of Over-the-Counter Drugs

Nothing in this guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this guideline.

#### Off the Job Conduct

This guideline is not intended to regular off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this guideline.

### **7.8.8 DFWP Confidentiality**

To safeguard privacy rights, disclosures made by employees to their supervisor concerning their use of legal drugs will be treated confidentially and will not be revealed to any other person unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. For the same reason disclosure made by employees to their supervisor concerning their participation in a drug- or alcohol rehabilitation program will be treated as confidentially as possible.

### **7.8.9 DFWP Employee assistance**

ATCAA staff should not try to take on the role of counselor or confidante for a co-worker, supervisor, or supervisor, who confides in them to having a drug-related problem, but if such contact should occur, they may refer that co-worker to community alcohol and drug programs, professional counselors or their health professionals.

Available local services in Amador County can be found by contacting:

Amador County Behavioral Health Services  
1004 Broadway, Jackson, CA 95642  
(209) 223-6556

And in Tuolumne County by contacting:

Tuolumne County Mental Health Services  
12800 Cabezut Road, Sonora, CA 95370  
(209) 533-3553



## AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY

DATE: May 31, 1995  
TO: All A-TCAA Staff  
FROM: Shelly Hance, Executive Director  
SUBJECT: POLICY MEMORANDUM 95-1  
Federal Requirements for Certifying a Drug Free Workplace

Supersedes Policy and Procedure Memorandum 90-2 and  
Replaces Section IX of Personnel Policy and Procedures Manual

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This memo concerns a Federal law (the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F) requiring agencies receiving federal funds to take certain steps to assure that their employees work in a drug-free environment. A-TCAA is required to make its employees aware of the dangers posed by employees using drugs in the workplace and the penalties that may be imposed on employees for drug abuse violations occurring in the workplace. A-TCAA is also required to have employees certify that they are aware of these federal requirements.

As you are probably aware, public notice and community awareness programs have stressed how dangerous drug use in the workplace can be. Drug use in the workplace can impair a worker's productivity and in some circumstances endanger the health and safety of others. While A-TCAA recognizes how difficult it is for a person to overcome drug-addiction, it has always been A-TCAA's policy that, unless medically authorized, taking, possessing, being under the influence of, or offering for sale while on the job, any illegal or controlled substance is inappropriate and can be cause for immediate disciplinary action. (A-TCAA Personnel Policies, Section 3.12).

Persons addicted to drugs have a serious and difficult problem to overcome and may need the support of services available in the community to help them deal with this problem. A-TCAA employees who feel they may be becoming addicted or are addicted to a "controlled substance" are encouraged to seek professional assistance from their community alcohol and drug programs or their health professionals.

A-TCAA staff should not try to take on the role of counselor or confidante for a co-worker, supervisee, or supervisor, who confides in them to having a drug related problem, but if such contact should occur, they may refer the co-worker to community alcohol and drug programs, professional counselors or their health professional.

Attached is a listing of available local services in Amador and Tuolumne Counties.

As a condition of employment, I certify that 1) I have read the A-TCAA Personnel Policies, Section 3.12, and Policy Memorandum 95-1 as pertains to A-TCAA's policy on unlawful use of controlled substances in the workplace; 2) I agree to not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in my workplace while employed at A-TCAA; 3) if convicted of such usage in the workplace, I agree to notify my immediate supervisor of any such criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction; 4) I have been given referral numbers for community drug/alcohol prevention programs in the county where I reside.

Signed: \_\_\_\_\_

Date: 2-5-2015

(Rev 05/95)

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SECTION: HUMAN RESOURCES	ALCOHOL-FREE AND	
ISSUE DATE: August 6, 2002	DRUG-FREE WORKPLACE;	
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**ATTACHMENT "B"**

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

The undersigned, authorized signatory for ATCAA  
(the "Contractor"), certifies as follows:

- 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.
- All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "B" is attached will abide by that policy as a condition of the Contract.
- 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.

Print Name: PAT PORTO

Signed: Pat Porto

Date: 11-11-2015

Title: Family Resource Services Coordinator



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SECTION: HUMAN RESOURCES	ALCOHOL-FREE AND DRUG-FREE WORKPLACE; DRUG & ALCOHOL TESTING	
ISSUE DATE: August 6, 2002		
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I. **INTRODUCTION**

- A. **Purpose:** Amador County is committed to providing the following: a safe work environment for employees, the fostering of the well-being and health of its employees, a work environment which reduces to the extent possible risk to County employees and the general public (with concomitant risk of liability to the County), and the appearance to the public of an alcohol- and drug-free work force. Amador County is also required, when it receives State and/or federal grant funds, to enforce the State and/or federal Drug-Free Workplace Acts (California Government Code 8350 *et seq.*, and 41 U.S.C. Chapter 10, respectively). Those commitments and responsibilities are jeopardized when an employee (1) uses alcohol during working hours, (2) comes to work under the influence of alcohol or a controlled substance, or (3) engages in the use, possession, manufacture, dispensing, distribution, or sale of alcohol or a controlled substance in the workplace. Therefore, the Amador County Board of Supervisors has established the policy set forth herein. It is the goal of this policy to balance respect for individuals with the need to maintain a safe, productive, and drug-free workplace and to comply with State and federal Drug-Free Workplace legislation as well as legislation governing testing to detect and deter the use of alcohol and controlled substances. Amador County intends to offer a helping hand to those who need it, while sending a clear message that the use or possession, or impairment of job performance by the use of, controlled substances and/or alcohol in the workplace is incompatible with any employment for the County.
- B. **Scope:** This policy refers to alcohol and all substances, legal or illegal, that have the capacity to impair an individual's ability to effectively and safely perform the functions of his/her job. This policy applies to the following:
1. All employees of and volunteers for the County of Amador; and
  2. The following contractors providing services to the County of Amador:
    - a. Any contractor who provides services that require the contractor to perform the work called for by the contract at a County location (property either owned or leased by the County or on which County programs and services are provided), unless excepted under (c) below.

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- b. Any contractor who provides services at other locations unless the department head for the department obtaining the services requests a waiver in writing, and such waiver request is concurred in by the County Administrative Officer.
- c. Examples of services in which a waiver of the policy is appropriate are (i) consulting services that involve production of a report that is sent to the County, where the persons preparing the report do not regularly travel to or work at County locations; (ii) repair or maintenance services of a limited nature (such as repairing a window or plumbing fixture) that are obtained through use of a purchase order not to exceed \$4,500.00.
- d. Examples of services in which a waiver of the policy is not appropriate are (i) contractors that provide drug and alcohol counseling or treatment services (wherever located) to County-referred individuals; (ii) contractors that provide day care for children or in-home care for dependent individuals (wherever located).
- e. This policy generally will not apply to contracts for the purchase of goods only.
- f. In order to obtain a waiver, the department head must request the waiver in writing at the time the contract is forwarded to the Board of Supervisors for signature, and the County Administrative Officer must concur in the recommendation.

C. **Definitions:**

- 1. **Collection site:** As used in this policy, the term "collection site" means a place where individuals present themselves for the purpose of providing body fluid, breath or tissue samples to be analyzed for specified controlled substances and/or alcohol.

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2. **Controlled substance:** As used in this policy, the term "controlled substance" shall mean a controlled substance in schedules I through V of section 202 of the federal Controlled Substances Act (21 U.S.C. 812) and as further defined in sections 1308.11-1308.15 of Title 21 of the Code of Federal Regulations ("C.F.R."). For safety drivers, a "controlled substance" is a substance defined in 49 C.F.R. section 40.21(a).
3. **Conviction:** As used in this policy, the term "conviction" shall mean a finding of guilt (including a plea of *nolo contendere*) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
4. **Criminal drug statutes:** As used in this policy, the phrase "criminal drug statutes" shall mean a Federal or State criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
5. **Employee(s):** As used in this policy, the term "employee(s)" shall include all individuals employed by the County of Amador, all individuals employed by a special district and working at Amador County workplaces, and all individuals employed by the State of California but, by contract between the County of Amador and State of California, assigned by the State of California to work in offices of the County of Amador.
6. **Federal testing requirements:** As used in this policy, the phrase "federal testing requirements" means the requirements set forth in 49 C.F.R. part 40 and 49 C.F.R. part 382, subpart C.
7. **Illegal drugs:** As used in this policy, the term "illegal drugs" shall include the unlawful use of controlled substances and the unlawful use of prescription medication.
8. **Medical Review Officer:** As used in this policy, the term "Medical Review Officer" shall mean a licensed doctor of medicine or osteopathy with knowledge of

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drug and alcohol abuse disorders that is employed or used by the County to conduct drug and alcohol testing in accordance with this policy.

9. **Post-accident testing:** As used in this policy, the phrase "post-accident testing" means the testing of a safety driver after an accident in the following circumstances: (i) the accident involves the loss of human life, or (ii) the driver receives a citation for a moving traffic violation arising from the accident and the accident involves either bodily injury to any person necessitating medical treatment away from the scene of the accident, or disabling damage to one or more motor vehicles necessitating transportation from the scene by tow truck or other motor vehicle.
  
10. **Random selection process:** As used in this policy, the phrase "random selection process" means that the selection of safety drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method according to which each safety driver has an equal chance of being selected for testing each time selections are made.
  
11. **Reasonable cause:** As used in this policy, the term "reasonable cause" means that the County believes the on-the-job behavior and/or actions of an employee are indicative of the use of a controlled substance or alcohol. Such behavior may include, but is not limited to, the following:
  - a. Direct observation of on-the-job alcohol or drug use, including indications of the chronic and withdrawal effects of controlled substances.
  - b. Visible signs on-the-job of possible intoxication or influence of drugs or alcohol.
  - c. A pattern of on-the-job abnormal conduct or erratic behavior consistent with the use of drugs and/or alcohol.
  - d. Possession of alcohol, suspected illicit or unauthorized drugs, or drug paraphernalia when any one or more of these items are found on the employee or in an area or vehicle controlled, occupied, or used by the employee.
  - e. Established history of drug/alcohol abuse on the job.

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- f. Arrest or conviction for a drug-related offense or driving under the influence.
- g. Newly discovered evidence that an employee has tampered with a previous drug or alcohol test.
- h. Information provided either by reliable and credible sources or independently corroborated of on-duty use of alcohol or on- or off-duty use of illegal drugs.

Reasonable cause for testing of safety drivers must be based upon specific, contemporaneous, observations concerning the appearance, behavior, speech or body odors of the driver (including, in the case of controlled substances, indications of the chronic and withdrawal effects of controlled substances). Such observations must be made by a supervisor trained in accordance with DOT regulations.

- 12. **Safety driver:** As used in this policy, the phrase "safety driver" shall include any County employee whose position requires that he or she operate a motor vehicle (i) that requires a commercial driver's license, (ii) that has a gross vehicle weight rating or gross combination weight rating of 26,001 or more pounds, (iii) of any size that is engaged in transporting hazardous materials in amounts requiring placarding, or (iv) that is designed to transport 15 or more passengers, including the driver.
- 13. **Supervisor:** As used in this policy, the term "supervisor" means any County officer or employee having management or supervisory responsibility over any other officer or employee. Supervisor includes forepersons, supervisors, assistant department heads, and department heads.
- 14. **Under the influence of alcohol:** As used in this policy, the phrase "under the influence of alcohol" for employees other than safety drivers shall mean a blood alcohol level of 0.08 or higher or exhibiting signs of intoxication. For safety drivers, "under the influence of alcohol" shall mean an alcohol concentration (measured in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test) of 0.04 or higher.

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15. **Under the influence of a controlled substance:** As used in this policy, the phrase "under the influence of a controlled substance" shall mean testing positively for any controlled substance using a breath or urine test.
  
16. **Volunteer:** As used in this policy, the term "volunteer" shall include all individuals who fall within the scope of County of Amador Policy No. 2-245, Use of Non-County Employees (Volunteers and Agency Placements).
  
17. **Working hours:** For employees, the phrase "working hours" shall mean those hours of the day that an employee is expected to be on duty to perform services for the County and shall include meal periods, rest breaks, and being in any County vehicle. For most full-time employees, working hours are from 8:00a.m. to 5:00 p.m., Monday through Friday, except legal holidays. For contractors, the phrase "working hours" shall mean those hours when a contractor is performing activities pursuant to a contract with the County of Amador. For volunteers, the phrase "working hours" shall mean those hours when a volunteer is performing volunteer activities for the County of Amador.
  
18. **Workplace:** As used in this policy, the term "workplace" shall include all offices, buildings and locations owned, rented leased or controlled by Amador County and occupied (during working hours) by employees of Amador County. The term "workplace" shall also include any work site where an employee is present performing services as part of his/her employment with the County of Amador (including field work). "Workplace" includes any County vehicle including County vehicles that are used by employees to commute from home to a County employee's place of work or to home from a County place of work.

II. **PROHIBITED CONDUCT; DISCIPLINE; EMPLOYEE ASSISTANCE**

- A. **Prohibited Conduct:** In order to maintain an alcohol- and drug-free workplace, the following behavior is prohibited, whether on the part of employees, contractors or volunteers:

COUNTY OF AMADOR		Number
POLICY & PROCEDURES MANUAL		2-300
SECTION:	HUMAN RESOURCES	ALCOHOL-FREE AND DRUG-FREE WORKPLACE; DRUG & ALCOHOL TESTING
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1. **Controlled substances:** Employees, contractors and volunteers are prohibited from the manufacture, distribution, dispensing, possession, sale, trade, or use of alcohol or a controlled substance in any and all workplaces of the County. "Alcohol" includes alcohol in closed or sealed cans, bottles, or other container.
2. **Reporting to work under the influence of alcohol or a controlled substance:** Employees, contractors and volunteers are prohibited from possessing or using alcohol during working hours and from reporting to a County workplace during working hours under the influence of alcohol or a controlled substance. In addition, safety drivers are prohibited from reporting for work within four hours after using alcohol.
3. **Unlawful use of prescription medication:** Employees, contractors and volunteers are prohibited from the unlawful use of prescription medication.
4. **Inability to perform duties:** The lawful use of prescription medication is permitted, unless such medication impairs the functioning of an employee, contractor or volunteer to the extent he/she cannot safely and effectively perform his/her duties. If the function of an employee or volunteer appears impaired to such an extent that he/she cannot safely and effectively perform his/her duties, the County of Amador reserves the right, to be exercised at the discretion of the employee's or volunteer's Department Head or the Administrative Director, to require that the employee obtain medical clearance prior to performing further work duties.
5. **Reporting:** A supervisor who has reasonable cause to suspect that any employee is violating or has violated any provision of this Policy shall report that suspected violation immediately to his or her immediate superior and simultaneously to the County Administrative Director. A supervisor's failure to report immediately the suspected violation is prohibited conduct of the supervisor and may lead to disciplinary action against the supervisor. The purpose of this section is to allow the County to conduct testing and inspection immediately. Supervisors reporting safety drivers shall have received training in accordance with DOT regulations.

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<b>POLICY &amp; PROCEDURES MANUAL</b>		<b>2-300</b>
<b>SECTION:</b> HUMAN RESOURCES	ALCOHOL-FREE AND	
<b>ISSUE DATE:</b> August 6, 2002	DRUG-FREE WORKPLACE;	
<b>PAGE NO:</b> 8 of 17	DRUG & ALCOHOL TESTING	

- B. **Disciplinary Actions for Violation of this Policy:** Violation of this policy by an employee shall constitute just and sufficient cause for major discipline of an employee, up to and including termination. Discipline of an employee will be imposed in accordance with the provisions outlined in the current employee bargaining agreement. Volunteers in violation of this policy are subject to the termination under the terms as outlined in Amador County Policy #2-245-Use of Non-County Employees (Volunteers and Agency Placements).
- C. **One-Time Disciplinary Waiver:** An employee with a substance abuse problem (including the abuse of illegal drugs and/or alcohol) who is facing disciplinary action for behavior relating to such substance abuse may, subject to County approval/discretion, on a one-time basis, receive a waiver of such discipline under the following conditions:
1. The employee seeks qualified assistance through the EAP, or a qualified provider of the individual's choice, and the County and the employee allow Program staff to conduct an evaluation of the problem with a recommendation for a "Get Well Program". This is defined as a program designed to provide the employee with a means of receiving treatment while being allowed to keep his/her job.
  2. The employee shall meet all the conditions and requirements of the "Get Well Program" subject to verification by the County.
  3. The employee will be subject to unannounced follow-up testing for a period not to exceed five (5) years. A positive test during this period will constitute the equivalent of a voluntary resignation. Safety drivers are subject to additional requirements as set forth in Section III below.



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D. **Conviction Under A Drunk Driving Or Criminal Drug Statute**

1. **Employee's obligation:** An employee shall notify the Administrative Director of the County of Amador in writing of that employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction. In addition, any person required to operate a vehicle on County business (including County vehicles or any other vehicle) shall notify the Administrative Director in writing if his or her license has been suspended no later than five (5) days after such suspension. Failure to make such a notification shall constitute a violation of this policy.
2. **County's obligation:** Within thirty (30) days after receiving notice from an employee of a conviction under a criminal drug statute for a violation occurring in the workplace, the County shall take appropriate personnel action against the employee, up to and including termination (in accordance with the provisions outlined in the current employee bargaining agreement), or require that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health law enforcement, or other appropriate agency.

E. **Employee Assistance:** Everyone shares in the responsibility of maintaining a safe work environment, and drug and alcohol abuse are recognized as treatable conditions.

1. **County Responsibility:** It is the responsibility of supervisors to inform, advise, and refer employees to the Employee Assistance Program (EAP) whenever they see changes in performance or behavior that suggest an employee has a drug and/or alcohol problem. Although it is not the supervisor's job to diagnose personal problems, the employee should be encouraged to seek help, and the supervisor should provide information concerning available resources.
2. **Employee Assistance Program (EAP):** The EAP is available to assist employees who may have a drug and/or alcohol usage problem. Employees are urged to seek confidential assistance from the EAP; however, while Amador County will be supportive of those who voluntarily seek help, the County will be equally firm in

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identifying and disciplining those who abuse drugs and/or alcohol and fail to seek assistance or those who continue such abuse after assistance has been provided.

3. **Treatment/Rehabilitation:** If an employee acknowledges that he/she has a substance abuse problem (including abuse of illegal drugs and/or alcohol), and has not been subject to any form of disciplinary action for this reason, a one-time medical leave of absence may be granted upon prior approval of the County. This leave will be for the sole purpose of participation in a County-approved treatment/rehabilitation program, will be without pay, must have the recommendation of the Department Head, and will be for a maximum of ninety (90) days. An agreement will be executed by the employee and the County known as a "Back to Work Agreement" which will spell out the conditions and terms for said leave. Reasonable accommodation under the Americans with Disabilities Act is available for those suffering from alcoholism, but does not apply to alcohol-related misconduct or to illegal drug use. An employee suffering from alcoholism who believes that he/she is in need of reasonable accommodation should discuss his/her needs with his/her Department Head or with the Administrative Director.
  
4. **Post Rehabilitation:** The County reserves the right to conduct unannounced follow-up testing as a condition of employment for an employee returning from a voluntary rehabilitation program for a period of up to five (5) years following completion of the program and return to work. Failure to adhere to the terms and conditions of the "Back to Work Agreement" or a violation in any other manner of the conditions outlined in this policy will result in immediate termination. For safety drivers, the County shall refer the employee to a substance abuse professional and conduct follow-up testing in accordance with DOT regulations.
  
5. **Supervisory Training:** All supervisors shall receive at least 60 minutes of training on alcohol misuse and an additional 60 minutes training on controlled substances use. The training will be used by supervisors to determine whether reasonable suspicion exists to require an employee to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

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### III. TESTING

#### A. Reasonable Suspicion Testing

1. Upon reasonable cause, the County shall require any employee, contractor or volunteer to be tested for the use of controlled substances and/or alcohol. An employee, contractor or volunteer shall submit to testing, upon reasonable cause, for the use of controlled substances and/or alcohol when requested to do so by the County.
2. The conduct giving rise to the suspicion shall have been witnessed by a supervisor, who shall document the reasons for the reasonable suspicion testing within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier. In addition, if the conduct giving rise to the reasonable suspicion consists of visible signs of possible intoxication or influence of drugs or alcohol, or a pattern of abnormal conduct or erratic behavior consistent with the use of drugs or alcohol, then the witness must have received training in the identification of actions, appearance, or conduct that are indicative of the use of controlled substances and alcohol.
3. If the County directs an employee to undergo drug or alcohol testing based on a reasonable suspicion, the employee will be (a) immediately transported to a collection site for the collection of a breath or urine sample, and (b) placed on administrative leave from the time of the initial testing until the results are received and reviewed by the County. If the employee is being required to undergo a reasonable suspicion test, the employee shall be so informed and shall not be told that the test is any other type. In the event the results are positive, the employee will be in violation of this policy and subject to disciplinary action as set forth above. The County shall ensure that all reasonable suspicion tests are performed in conformance with federal testing requirements.

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**B. Additional Testing Requirements for Safety Drivers**

In addition to the Reasonable Suspicion Testing applicable to all employees, safety drivers shall also be subject to additional testing as set forth below.

1. **Pre-employment Testing:** Prior to the first time a safety driver begins to perform safety-sensitive functions in his or her employment, the safety driver must have passed a controlled substances test with a verified negative test result.
2. **Random Testing Requirements:** The County shall use a random selection process to select and request safety drivers to be tested for the use of controlled substances and/or alcohol. The number of tests conducted shall be unannounced, shall be spread throughout the calendar year, and shall equal or exceed the percentage of safety driver positions for which testing is required by law (10% for alcohol testing and 50% for controlled substances testing, unless modified by the Federal Highway Administrator). Any safety driver so selected shall submit to controlled substance or alcohol testing upon notification by the County. The sample shall consist of a breath test for alcohol testing or a urine specimen for controlled substance testing, and the test shall be performed in conformance with federal testing requirements.
3. **Post-Accident Testing:** As soon as practicable following an accident involving a County vehicle, the County shall require a safety driver to provide a urine sample and breath sample to be tested for the use of controlled substances and alcohol respectively if (i) the accident involves the loss of human life, or (ii) the driver receives a citation for a moving traffic violation and the accident involves either bodily injury to a person necessitating medical treatment away from the scene of the accident, or disabling damage to one or more motor vehicles necessitating transportation from the scene by a tow truck or other motor vehicle. No alcohol test shall attempt to be administered after eight hours following the accident, and no controlled substances test shall attempt to be administered after thirty-two hours following the accident. A safety driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing; however, nothing in this section shall be construed to require the

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delay of necessary medical attention for injuries or to prohibit a safety driver from obtaining assistance or necessary emergency medical care.

4. **Return-to-duty Testing:** Any safety driver found to have engaged in conduct prohibited by this policy concerning alcohol shall undergo a return-to-duty alcohol test, which must show a result indicating an alcohol concentration of less than 0.02. Any safety driver found to have engaged in conduct prohibited by this policy concerning controlled substances shall undergo a return-to-duty controlled substances test, which must show a verified negative result for controlled substances use.
  
5. **Follow-up Testing:** Each safety driver who engages in conduct prohibited by this policy and Federal regulation shall be referred to and evaluated by a substance abuse professional, who shall determine what assistance, if any, the employee needs to resolve problems associated with alcohol or controlled substances abuse. For any safety driver determined to need such assistance, the substance abuse professional shall ascertain if the employee has followed any prescribed rehabilitation program and shall design a system of unannounced follow-up testing following the employee's return to duty. At least six follow-up tests shall be conducted in the first twelve months following the return to duty. Follow-up testing may occur for periods up to five years, as determined by the substance abuse professional. All follow-up testing for safety drivers shall be conducted in accordance with Federal regulations.

C. **Refusal to Submit to Testing Procedures**

Any employee who refuses to be tested under the provisions of this policy shall be treated as if he or she had submitted a positive test, and the employee shall be subject to discipline in accordance with the employee's covered Memorandum of Understanding. In addition, any safety driver who refuses to be tested under the provisions of this policy shall not be permitted to operate a county vehicle or to perform any safety-sensitive job function.

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**D. Notification, Recording, and Confidentiality of Test Results**

**1. Notification of Test Results:**

- a. The Medical Review Officer shall report to the County whether a safety driver's test was positive or negative and, with regard to controlled substances, identify if possible the specific controlled substance for which the test was positive.
- b. The County shall notify the driver if the tests results of any random, reasonable suspicion, post-accident, return-to-duty or follow-up testing is verified positive, including identification of the substance or substances that were verified as positive.

**2. Recordkeeping:**

- a. The County shall ensure that all records related to the administration and results of the testing program for safety drivers shall be maintained for such period as shall be required by applicable regulations.
- b. All records shall be maintained in a secure location with controlled access.
- c. The County shall maintain the following information in separate files for each safety driver: the type of testing for which the driver submitted a breath or urine sample, the date and location of collection, the identity of the persons or entities performing the collection and the analysis of the specimen, the identity of the medical review officer, whether the test finding was positive or negative, and if positive, the substance identified in the test.
- d. The County shall produce upon demand by any Department of Transportation agency and permit the Federal Highway Administrator to examine all records related to the administration and results of the testing performed pursuant to this policy.

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3. **Confidentiality:** All controlled substance or alcohol test results shall be kept confidential and not subject to disclosure except as provided in this policy or otherwise required by State or federal law.

#### IV. ALCOHOL AND DRUG-FREE AWARENESS

The County shall distribute and explain this policy to all current employees, new employees, volunteers, and contractors. Each employee and contractor will be required to sign a receipt acknowledging that they have read and understood its contents and will abide by the policy as a condition of employment/contract. (see Attachments "A" and "B").

#### RESPONSIBLE DEPARTMENTS

ADMINISTRATIVE AGENCY- Personnel Division

#### REFERENCES

BOS Policy Resolution No. 95-311  
 BOS Policy Resolution No. 97-120  
 BOS Policy Resolution No. 98-002  
 BOS Policy Resolution No. 99-42  
 BOS Policy Resolution No. 00-443  
 BOS Policy Resolution No. 01-072  
 BOS Policy Resolution No. 01-366  
 BOS Policy Resolution No. 02-367  
 California Government Code Section 8350 *et seq.*  
 41 U.S.C. Chapter 10  
 49 C.F.R. Part 382  
 49 C.F.R. Part 40  
 Use of Non-County Employees (Volunteers and Agency Placements) -Policy No. 2-245  
 Employee Assistance Program (EAP) - Policy No. 2-600

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 12/15/2015

From: Brian Oneto, Chairman  
(Department Head - please type)

Phone Ext. 470

*Nurse Appts/Resign*

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
December 22, 2015	

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

Agenda Title: Behavioral Health Advisory Board

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

Approval of the resignation of Mr. John Jahn from the subject Board effective immediately.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes  No

Contract Attached:  Yes  No  N/A

Resolution Attached:  Yes  No  N/A

Ordinance Attached:  Yes  No  N/A

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation:

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

Request Reviewed by:

Chairman *[Signature]*

Counsel *GG*

Auditor *JOR*

GSA Director \_\_\_\_\_

CAO *[Signature]*

Risk Management *[Signature]*

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

Letter to appointee; cc: Arnold Zeiderman; Committee Clerk to update the database

### FOR CLERK USE ONLY

Meeting Date December 22, 2015

Time 9 a.m.

Item # 6 A

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

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

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

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

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

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

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

Completed by \_\_\_\_\_

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

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



# 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: 12/22/2015
---

To: Board of Supervisors

Date: 12/16/2015

From: Judy Dias, Human Resources  
 (Department Head - please type)

*Misc*

Phone Ext. 473

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

Agenda Title: Library Assistant and Library Technician Job Descriptions and Recruiting

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Revision of current job descriptions for two positions within the Library;

Library Assistant  
 Library Technician

Commence recruiting for both in January 2016.

Recommendation/Requested Action:  
**Approval**

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? <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Name <u>Administrative Committee 12-14-15</u>	
Committee Recommendation: <b>Approval</b>	

Request Reviewed by:

Chairman [Signature] Counsel GC

Auditor JOR GSA Director \_\_\_\_\_

CAO [Signature] Risk Management [Signature]

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

### FOR CLERK USE ONLY

Meeting Date December 22, 2015 Time 9:00 a.m. Item # 7A

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
--	---	--



*AMADOR COUNTY*  
**HUMAN RESOURCES DEPARTMENT**

• *Administration*  
(209) 223-6456

• *Benefits*  
(209) 223-6361

• *Risk Management*  
(209) 223-6392

#3

County Administration Center  
810 Court Street  
Jackson, California 95642  
Facsimile: (209) 223-6426  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

To: Board of Supervisors Administrative Committee      Date: 12/10/15  
From: Judy Dias, Human Resources Director  
Subject: Library revised job descriptions, and request to test/fill

There are two upcoming retirements anticipated by late March for the County Library system. One will be a Library Technician position, and the other a Library Assistant. It is important to ongoing Library operations that planning for timely replacement is in place to avoid any disruption in service coverage for the County Library system.

Attached are updated job specifications for each of those classes, shown in draft and final form. Primarily they contain revisions to the minimum qualifications for the positions, and some updated task descriptions from the last documents from 2007; there is no change to the current salaries for those positions. The changes reflect both review of nearby Library comparable positions, as well as updated assignment tasks based on actual operations at the Library. The recommended changes have been sent to SEIU Local 1021.

It is requested by the County Librarian and the GSA Director that these changes be approved by the Committee and forwarded for full Board action, along with authorization is to commence recruitments by early January, and to fill the vacancies when the anticipated retirements occur.

Cc: Laura Einstadter  
Jon Hopkins  
Chuck Iley

## LIBRARY ASSISTANT

### DEFINITION

Under ~~the direction of County Librarian~~, general supervision, provides paraprofessional services and assists in the operations and services of at the County Library and/or branch libraries; performs a variety of patron and circulation assistance; as assigned, ~~may operate a branch library~~, reports building and security issues, office supply needs and performs related duties as required.

### DISTINGUISHING CHARACTERISTICS:

Library Assistant is a paraprofessional class which performs a variety of duties related to the circulation, reference, inter-library loan, services to the public, and other public desk functions. Incumbents may provide primary services at a branch location, and in other specialized areas of library service.

### REPORTS TO:

County Librarian

### CLASSIFICATIONS SUPERVISED

This classification does not ~~exercise~~ provide supervision ~~over to lower level~~ staff.

### EXAMPLES OF DUTIES:

~~The following are the duties performed by employees in this classification. However, employees may perform other duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.~~ Duties may include, but are not limited to the following; assignments vary by different incumbents:

Provides assistance in the use of library facilities and resources to patrons; may ~~assume responsibility for~~ be assigned independent responsibility for the operation and primary services of a branch library; answers questions, checks out material, returns material, shelves returned material, issues library cards, handles fines, interprets patron records, receives and searches patron requests for material, assists with cataloging, processing; assists with reference transactions; instructs patrons in the use of the library and its resources, enters information into library data bases and other related computer systems; ensures coordination of proper repair and maintenance of branch building and furniture; may assume responsibility for building security and performs related duties as required.

## **LIBRARY ASSISTANT - 2**

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Operations, services and activities of a library setting.
- Library procedures and methods.
- Library reference resources.
- Correct English usage, spelling, grammar, and punctuation.
- Modern office methods, practices, and procedures including computers and assigned software.
- Basic mathematics.
- Principles and practices of customer service.
- Library operations and terminology desirable.

#### **Ability to:**

- Perform library circulation assignments.
- Shelve books and periodicals.
- Respond to patron questions and concerns.
- Interpret, explain, and apply library policies and methods.
- Make arithmetical calculations.
- As assigned, assume primary branch library operational duties.
- Maintain accurate records and prepare reports.
- Effectively represent library services with the public.
- Understand and carry out oral and written directions.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the line of work.
- Perform library system computerized data entry and other tasks involving operation of computers and application of standard computer hardware and software.

## LIBRARY ASSISTANT - 3

### **Training and Experience:**

*Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

#### **Education:**

A high school diploma or GED equivalent.

#### **Experience**

~~Two (2)~~ One years of general clerical assistance work experience.

Substitution for experience: One year of college level coursework in library science, literature or a related liberal arts field may be substituted for six months of the required clerical work experience.

#### **Special Requirements**

| Possession of an appropriate, ~~current,~~ and valid California Driver's License issued by the California Department of Motor Vehicles.

## LIBRARY ASSISTANT

### DEFINITION:

Under general supervision, provides paraprofessional services and assists in the operations and services at the County Library and/or branch libraries; performs a variety of patron and circulation assistance; as assigned, reports building and security issues, office supply needs and performs related duties as required.

### DISTINGUISHING CHARACTERISTICS:

Library Assistant is a paraprofessional class which performs a variety of duties related to the circulation, reference, inter-library loan, services to the public, and other public desk functions. Incumbents may provide primary services at a branch location, and in other specialized areas of library service.

### REPORTS TO:

County Librarian

### CLASSIFICATIONS SUPERVISED:

This classification does not provide supervision to staff.

### EXAMPLES OF DUTIES:

Duties may include, but are not limited to the following; assignments vary by different incumbents:

Provides assistance in the use of library facilities and resources to patrons; may be assigned independent responsibility for the operation and primary services of a branch library; answers questions, checks out material, returns material, shelves returned material, issues library cards, handles fines, interprets patron records, receives and searches patron requests for material, assists with cataloging, processing; assists with reference transactions; instructs patrons in the use of the library and its resources, enters information into library data bases and other related computer systems; ensures coordination of proper repair and maintenance of branch building and furniture; may assume responsibility for building security and performs related duties as required.

## **LIBRARY ASSISTANT - 2**

### **TYPICAL PHYSICAL REQUIREMENTS:**

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

### **TYPICAL WORKING CONDITIONS:**

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

### **MINIMUM QUALIFICATIONS:**

#### **Knowledge of:**

- Operations, services and activities of a library setting.
- Library procedures and methods.
- Library reference resources.
- Correct English usage, spelling, grammar, and punctuation.
- Modern office methods, practices, and procedures including computers and assigned software.
- Basic mathematics.
- Principles and practices of customer service.
- Library operations and terminology desirable.

#### **Ability to:**

- Perform library circulation assignments.
- Shelf books and periodicals.
- Respond to patron questions and concerns.
- Interpret, explain, and apply library policies and methods.
- Make arithmetical calculations.
- As assigned, assume primary branch library operational duties.
- Maintain accurate records and prepare reports.
- Effectively represent library services with the public.
- Understand and carry out oral and written directions.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the line of work.
- Perform library system computerized data entry and other tasks involving operation of computers and application of standard computer hardware and software.

## LIBRARY ASSISTANT - 3

### **Training and Experience:**

*Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

### **Education:**

A high school diploma or GED equivalent.

### **Experience:**

One year of general clerical assistance work experience.

Substitution for experience: One year of college level coursework in library science, literature or a related liberal arts field may be substituted for six months of the required clerical work experience.

### **Special Requirements:**

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



## LIBRARY TECHNICIAN

### DEFINITION

Under the direction of the County Librarian, performs a variety of complex paraprofessional library duties in specialized program areas such as Inter-Library-Loans, Circulation, Reference, Cataloging, Children's, Adult, or Teen Programming; provides patrons with assistance in the use of library materials and resources; and performs related duties as required.

### REPORT TO

County Librarian

### CLASSIFICATIONS SUPERVISED

In the absence of the County Librarian may be asked to assume supervisory responsibilities.

### DISTINGUISHING CHARACTERISTICS:

Library Technician is an advanced paraprofessional library services class which provides specialized library services and primary responsibilities in more complex program areas such as Inter-Library Loans, Circulation, Reference, Cataloging, Children's, Adult or Teen Programs. The class is distinguished by its level of responsibility in specialized library areas, and by its independence of action.

### EXAMPLES OF DUTIES

*The following are the duties performed by employees in this classification. However, employees may perform other duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.*

Duties, may include, but are not limited to the following; assignments vary by different incumbents:

Performs cataloging, processing of library materials; operates the circulation desk; reviews material for ordering, places orders for library material, prepares bibliographic lists; conducts library programming including publicity for the event/s; places requests for inter-library-loans, researches complex reference requests, compiles information for statistical

## **LIBRARY TECHNICIAN - 2**

reports and enters into specialized computer systems or uses computers to display; instructs patrons in the use of library resources, checks material out, returns material, shelves returned material, issues library cards, finds and reserves material for patron requests, handles fines, interprets patron records; prepares monetary deposits; may be responsible for building security, ensures proper repair and maintenance of building and furniture; performs related duties as required.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Operations, services and activities of a public library.
- Library procedures, methods, and terminology.
- Methods and techniques of processing and cataloging of library media.
- Library reference resources.
- Methods and techniques of sourcing materials for the inter-library loan program.
- Principles and practices of developing and implementing child reading programs.
- Library standards and practices for cataloging materials.
- Correct English usage, spelling, grammar, and punctuation.
- Modern office methods, practices, and procedures including computers.
- Principles and practices of customer service.
- General concepts of supervision and providing direction to subordinate staff.

#### **Ability to:**

- Perform specialized library duties for reference, cataloging, and inter-library loan services.
- Perform varied and responsible library and circulation assistance assignments.
- Interpret, explain, and apply library policies and methods.
- Maintain accurate records and prepare reports.
- Effectively represent library services with the public.

## LIBRARY TECHNICIAN - 3

- Work effectively with a variety of automated library systems, and learn new or modified systems.
- Communicate effectively, both orally and in writing.
- Understand and carry out oral and written instructions.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

**Training and Experience:** *Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

### **Education**

A high school diploma or GED equivalent and ~~two~~ one years of college level coursework in library science, literature or related liberal arts field.

### **Experience**

~~Three (3)~~ Two years of library circulation and patron support experience comparable to that of a Library Assistant II with Amador County.

Substitution for experience:

One additional year of college course work of the type noted above may be substituted for one year of the experience.

### **Special Requirements**

Possession of an ~~appropriate, current, and valid~~ California Driver's License issued by the California Department of Motor Vehicles.

## LIBRARY TECHNICIAN

### DEFINITION:

Under the direction of the County Librarian, performs a variety of complex paraprofessional library duties in specialized program areas such as Inter-Library-Loans, Circulation, Reference, Cataloging, Children's, Adult, or Teen Programming; provides patrons with assistance in the use of library materials and resources; and performs related duties as required.

### REPORT TO:

County Librarian

### CLASSIFICATIONS SUPERVISED:

In the absence of the County Librarian may be asked to assume supervisory responsibilities.

### DISTINGUISHING CHARACTERISTICS:

Library Technician is an advanced paraprofessional library services class which provides specialized library services and has primary responsibilities in more complex program areas such as Inter-Library Loans, Circulation, Reference, Cataloging, Children's, Adult or Teen Programs. The class is distinguished by its level of responsibility in specialized library areas, and by its independence of action.

### EXAMPLES OF DUTIES:

Duties, may include, but are not limited to the following; assignments vary by different incumbents:

Performs cataloging, processing of library materials; operates the circulation desk; reviews material for ordering, places orders for library material, prepares bibliographic lists; conducts library programs including publicity for the events; places requests for inter-library-loans, researches complex reference requests, compiles information for statistical reports and enters into specialized computer systems or uses computers to display; instructs patrons in the use of library resources, checks material out, returns material, shelves returned material, issues library cards, finds and reserves material for patron requests, handles fines, interprets patron records; prepares monetary deposits; may be responsible for building security, ensures proper repair and maintenance of building and furniture; performs related duties as required.

## **LIBRARY TECHNICIAN - 2**

### **TYPICAL PHYSICAL REQUIREMENTS:**

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

### **TYPICAL WORKING CONDITIONS:**

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

### **MINIMUM QUALIFICATIONS:**

#### **Knowledge of:**

- Operations, services and activities of a public library.
- Library procedures, methods, and terminology.
- Methods and techniques of processing and cataloging of library media.
- Library reference resources.
- Methods and techniques of sourcing materials for the inter-library loan program.
- Principles and practices of developing and implementing child reading programs.
- Library standards and practices for cataloging materials.
- Correct English usage, spelling, grammar, and punctuation.
- Modern office methods, practices, and procedures including computers.
- Principles and practices of customer service.
- General concepts of supervision and providing direction to subordinate staff.

#### **Ability to:**

- Perform specialized library duties for reference, cataloging, and inter-library loan services.
- Perform varied and responsible library and circulation assistance assignments.
- Interpret, explain, and apply library policies and methods.
- Maintain accurate records and prepare reports.
- Effectively represent library services with the public.
- Work effectively with a variety of automated library systems, and learn new or modified systems.
- Communicate effectively, both orally and in writing.
- Understand and carry out oral and written instructions.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

## LIBRARY TECHNICIAN - 3

**Training and Experience:** *Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

### **Education:**

A high school diploma or GED equivalent and one year of college level coursework in library science, literature or related liberal arts field.

### **Experience:**

Two years of library circulation and patron support experience comparable to that of a Library Assistant II with Amador County.

### **Substitution for experience:**

One additional year of college course work of the type noted above may be substituted for one year of the experience.

### **Special Requirements:**

Possession of a current California Driver's License issued by the California Department of Motor Vehicles.

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors  
 Date: 11/30/2015  
 From: Chuck Iley  
 (Department Head - please type)

*Misc*

Phone Ext. 470

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>12/22/15</u>	

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

Agenda Title: Administration Agency - Board of Supervisor's retention schedule

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

Attached are proposed revisions to the retention schedule for the Board of Supervisor's.

Recommendation/Requested Action:  
Review and approve changes

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

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

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

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

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

Request Reviewed by:  
 Chairman [Signature] Counsel GG  
 Auditor JOR GSA Director \_\_\_\_\_  
 CAO [Signature] Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Records Management, Auditor/Controller, ~~County Council~~, Administrative Officer

### FOR CLERK USE ONLY

Meeting Date December 22, 2015 Time 9 a.m. Item # 70

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

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

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

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

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

Save

Print Form

**COUNTY OF AMADOR  
REQUEST FOR APPROVAL OF RECORDS RETENTION SCHEDULE (RM4)**

The Board of Supervisors is requested to approve the attached records retention schedule(s); approval constitutes continuing authority for the proper disposition of the records listed.

Agency/Department: <b>Administration Agency</b>	Division: <b>Board of Supervisors</b>
Date Submitted: <b>November 30, 2015</b>	Schedule No. <b>1100-2015-03</b>

**1. DEPARTMENTAL REVIEW**

I have reviewed the attached records retention schedule(s) which has/have been prepared after careful examination of all records with regard to operating, administrative, legal, fiscal, or historical value, as well as to application of appropriate county, state and federal rules, ordinances, regulations and/or statutes governing records retention.

<b>Agency/Department Head Signature</b>	Title: Administrative Officer	Date:
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Print/Type Name: Chuck Iley

<b>Division Head Signature (if different)</b>	Title:	Date:
---	--------	-------

Print/Type Name:

**2. COUNTY COUNSEL REVIEW**

As County Counsel, I have reviewed the retention periods assigned to records on the attached schedule(s) to determine the accuracy of any laws listed. I hereby certify that I am the lawful head of the department or that I am authorized to act for the head of this department in his/her absence.

<b>County Counsel Signature</b>	Title: County Counsel	Date: <b>12/7/15</b>
-------------------------------------	-----------------------	----------------------

Print/Type Name: Gregory Gillot

**3. AUDITOR-CONTROLLER REVIEW**

As County Auditor-Controller, I have reviewed the retention periods assigned to records on the attached schedule(s) to determine conformance with audit requirements. I hereby certify that I am the lawful head of the department or that I am authorized to act for the head of this department in his/her absence.

<b>Auditor-Controller Signature</b>	Title: Auditor-Controller	Date: <b>12/4/15</b>
---	---------------------------	----------------------

Print/Type Name: Tracy Oneto Rouen

**4. ARCHIVAL REVIEW**

As County Archivist, I have reviewed the attached schedule(s) and have identified those items that, in my judgment, have archival, historical or research value. I hereby certify that I am the lawful head of the division or that I am authorized to act for the head of this division in his/her absence.

<b>Archivist Signature</b>	Title: Records Manager	Date: <b>11/30/15</b>
--------------------------------	------------------------	-----------------------

Print/Type Name: Teresa K. Guidi

**5. RECORDS MANAGER REVIEW**

As County Records Manager, I have reviewed the attached schedule(s) for compliance with countywide standards and policies and conformance with accepted records management practices. I hereby certify that I am the lawful head of the division or that I am authorized to act for the head of this division in his/her absence.

<b>Records Manager Signature</b>	Title: Records Manager	Date: <b>11/30/15</b>
--------------------------------------	------------------------	-----------------------

Print/Type Name: Teresa K. Guidi

**6. BOARD OF SUPERVISORS APPROVAL**

_____	Date:
Chairman Signature	



COUNTY OF AMADOR - RECORDS MANAGEMENT  
RECORDS RETENTION SCHEDULE (RM3)

04

Department	Administrative Agency	Schedule Number (1)	01	Date	7/21/10
Division	Board of Supervisors	Page	1 of 3 Pages		
Address	500 Argonaut Lane Jackson, CA 95642	Records Management Approval Number (2)	1100-2010-01	BOS Approved:	08/31/10

ITEM NUMBER	TITLE AND DESCRIPTION OF RECORDS	M e d i a	V i d e o	A r c h i v e	RETENTION			REMARKS
					OFFICE (8)	RC (9)	TOTAL (10)	
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Note:							GC = Government Code
	Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.							
	Pursuant to Government Code Section 26202, some records more than two years old may be destroyed.							
	Retention periods shall be extended when necessary to comply with audits, civil and criminal action, and any other matter requiring the continued retention of the records.							
	County Archives shall provide access to archived County records in accordance with applicable Federal and State statutes and regulations and County ordinances and policies.							
	County records, both originals and copies, are COUNTY PROPERTY and are required to be kept in the appropriate offices and files. They may not be removed therefrom except for inter-office work or otherwise as necessary in the ordinary course of conducting County business. Employees may not take County records home or to some location other than their offices except as required in the ordinary course of conducting County business.							
	Based on current recycling policies, records not deemed confidential by the Agency possessing the records will be recycled unless otherwise noted.							

COUNTY OF AMADOR - RECORDS MANAGEMENT  
 RECORDS RETENTION SCHEDULE (RM3)

*New*

Agency/Dept.	Administrative Agency	Schedule Number (1)	02	Date	12/10/2013
Division	Board of Supervisors	Page	1 of 4 Pages		
Address	810 Court Street Jackson, CA 95642	Records Management Approval Number (2)	1100-2012-02	BOS Approved:	

ITEM NUMBER	RECORD SERIES TITLE (AND DESCRIPTION)	M	V	A	RETENTION			REMARKS
					OFFICE	RC	TOTAL	
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Note: Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.							GC = Government Code CY = Current Year
	Pursuant to Government Code Section 26202, some records more than two years old may be destroyed.							
	Retention periods shall be extended when necessary to comply with audits, civil and criminal action, and any other matter requiring the continued retention of the records.							
	County Archives shall provide access to archived County records in accordance with applicable Federal and State statutes and regulations and County ordinances and policies.							
	County records, both originals and copies, are COUNTY PROPERTY and are required to be kept in the appropriate offices and files. They may not be removed therefrom except for inter-office work or otherwise as necessary in the ordinary course of conducting County business. Employees may not take County records home or to some location other than their offices except as required in the ordinary course of conducting County business.							
	Based on current recycling policies, records not deemed confidential by the Agency possessing the records will be recycled unless otherwise noted.							
	This retention schedule supersedes all previously approved department/division specific retention schedules.							
	All County departments/divisions shall comply with the current Countywide Administrative Records Retention Schedule (CARRS) as well as their department/division specific retention schedule. In the case of a conflict, the longer retention shall be adhered to.							

COUNTY OF AMADOR - RECORDS MANAGEMENT  
 RECORDS RETENTION SCHEDULE (RM3)

Old

Department	Administrative Agency	Schedule Number (1)	01	Date	7/21/10
Division	Board of Supervisors	Page	2	of	3
Address	500 Argonaut Lane Jackson, CA 95642	Records Management Approval Number (2)	1100-2010-01	BOS Approved:	08/31/10

ITEM NUMBER	TITLE AND DESCRIPTION OF RECORDS	M e d i a	V i d e o	A r c h i v e	RETENTION			REMARKS
					OFFICE	RC	TOTAL	
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
01	APPLICATIONS FOR CHANGED ASSESSMENT***** May include: application, correspondence, maps, appraisals, findings of fact, statements.	P			5 years following final action		5 years following final action	Pursuant to GC 25105.5. Confidential Records. Destroy by shredding. Board of Supervisors convenes as the Board of Equalization.
02	AGENDA ACTION ITEMS (POST 2008)***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action.	P			CY + 1 year	4 years	CY + 5 years	Reference: GC 26202; no specific retention authority discovered. Electronic version is retained permanently.
03	AGENDA ACTION ITEMS (POST 2008)***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action, including open session minutes and Public Hearings.	M			Permanent		Permanent	No specific retention authority discovered. Records reside on the server.
04	AGENDA ACTION ITEMS (YEARS 2004 - 2008)***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action, including open session minutes and Public Hearings.	P			Permanent	Permanent	Permanent	Originals shall be retained permanently unless imaged. Once imaged, retain in accordance with Item Number 2.

COUNTY OF AMADOR - RECORDS MANAGEMENT  
RECORDS RETENTION SCHEDULE (RM3)

*New*

Agency/Dept.	Administrative Agency	Schedule Number (1)	02	Date	12/10/2013
Division	Board of Supervisors	Page	2 of 4 Pages		
Address	810 Court Street Jackson, CA 95642	Records Management Approval Number (2)	1100-2012-02		
			BOS Approved:		

ITEM NUMBER	RECORD SERIES TITLE (AND DESCRIPTION)	M e d i a	V i d e o	A r c h i v e	RETENTION			REMARKS
					OFFICE	RC	TOTAL	
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
01	APPLICATIONS FOR CHANGED ASSESSMENT***** May include: application, correspondence, maps, appraisals, findings of fact, statements.	P	M		5 years following final action		5 years following final action	Pursuant to GC 25105.5. Confidential Records. Destroy by shredding. Board of Supervisors convenes as the Board of Equalization.
02	AGENDA ACTION ITEMS (POST 2008)***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action.	P			CY + 1 year	4 years	CY + 5 years	Reference: GC 26202; no specific retention authority discovered. Electronic version is retained permanently - see Item Number 03. Years include 2009, 2010, 2011, 2012, etc.
03	AGENDA ACTION ITEMS (POST 2008)***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action, including open session minutes and Public Hearings.	M			Permanent		Permanent	No specific retention authority discovered. Electronic version is retained permanently via IT controlled media. Years include 2009, 2010, 2011, 2012, etc.
04	AGENDA ACTION ITEMS (YEARS 2004 - 2012)***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action, including open session minutes and Public Hearings.	P			Permanent	Permanent	Permanent	Originals shall be retained permanently unless imaged. Once imaged and verified, paper records shall be retained in accordance with Item Number 02, section TOTAL (10). Imaged records shall be retained in accordance with Item Number 03, section TOTAL (10).

COUNTY OF AMADOR - RECORDS MANAGEMENT  
RECORDS RETENTION SCHEDULE (RM3)

99

Department	Administrative Agency	Schedule Number (1)	01	Date	7/21/10
Division	Board of Supervisors	Page	3 of 3 Pages		
Address	500 Argonaut Lane Jackson, CA 95642	Records Management Approval Number (2)	1100-2010-01	BOS Approved:	08/31/10

ITEM NUMBER	TITLE AND DESCRIPTION OF RECORDS	M	V	A	RETENTION		REMARKS	
					OFFICE	TOTAL		
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
05	GENERAL CORRESPONDENCE (PRIOR TO 2005)***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action, including open session minutes and Public Hearings, and administrative/operational office files	P				Permanent	Permanent	Prior to 2004 all administrative/operational office files and action items were filed together under the record series General Correspondence.
06	GENERAL CORRESPONDENCE (POST 2004)***** May include: Administrative/operational office files	P		X	CY + 1 year	4 years	CY + 5 years	Reference: GC 26202; no specific retention authority discovered. Forward to Archives at end of retention period.
07	AUDIO/VIDEO RECORDINGS***** May include: audio/video recordings of meetings and hearings of the Board of Supervisors/Board of Equalization	M			CY + 10 years following minute certification		CY + 10 years following minute certification	Reference: GC 26202; no specific retention authority discovered. Reference: 64 CAL. OP. ATTY GEN. 317 (4/17/1981) To facilitate determination of legislative intent.
08	CLOSED SESSION***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action during closed session	P				Permanent	Permanent	

COUNTY OF AMADOR - RECORDS MANAGEMENT  
RECORDS RETENTION SCHEDULE (RM3)

New

Agency/Dept.	Administrative Agency	Schedule Number (1)	02	Date	12/10/2013
Division	Board of Supervisors	Page	3 of 4	Pages	
Address	810 Court Street Jackson, CA 95642	Records Management Approval Number (2)	1100-2012-02	BOS Approved:	

ITEM NUMBER	RECORD SERIES TITLE (AND DESCRIPTION)	M	V	A	RETENTION		REMARKS	
					OFFICE	TOTAL		
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
05	GENERAL CORRESPONDENCE (PRIOR TO 2004)***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action, including open session minutes and Public Hearings, and administrative/operational office files	P			Permanent	Permanent	Prior to 2004 all administrative/operational office files and action items were filed together under the record series General Correspondence. Years include 2003, 2002, 2001, etc. Originals shall be retained permanently unless imaged. Once imaged and verified, paper records shall be retained in accordance with Item Number 02, section TOTAL (10). Imaged records shall be retained in accordance with Item Number 03, section TOTAL (10).	
06	NON-ACTION ITEMS (POST 2003)***** May include: Administrative/operational office files	P	X		CY + 1 year	4 years	CY + 5 years	Reference: GC 26202; no specific retention authority discovered. Forward to Archives at end of retention period. Years include 2004, 2005, 2006, etc.
07	AUDIO/VIDEO RECORDINGS***** May include: audio/video recordings of meetings and hearings of the Board of Supervisors/Board of Equalization	M			CY + 10 years following minute certification		CY + 10 years following minute certification	Reference: GC 26202; no specific retention authority discovered. Reference: 64 CAL. OP. ATTY GEN. 317 (4/17/1981) To facilitate determination of legislative intent, per County Counsel.
08	CLOSED SESSION***** May include: Processed Agenda Transmittal Forms (ATF) and support documentation for matters placed before the Board for action during closed session, including minutes	P	X		Permanent	Permanent	No specific retention authority discovered. Electronic version is retained permanently via IT controlled media.	

COUNTY OF AMADOR - RECORDS MANAGEMENT  
RECORDS RETENTION SCHEDULE (RM3)

*News*

Agency/Dept.	Administrative Agency	Schedule Number (1)	02	Date	12/10/2013
Division	Board of Supervisors	Page	4	of	4 Pages
Address	810 Court Street Jackson, CA 95642	Records Management Approval Number (2)	1100-2012-02 BOS Approved:		

ITEM NUMBER	RECORD SERIES TITLE (AND DESCRIPTION)	M e d i a	V i d e o	A r c h i v e	RETENTION			REMARKS
					OFFICE	RC	TOTAL	
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
09	ORDINANCES/RESOLUTIONS***** May include: Approved, original, signed, ordinance/resolution	P			2 years		2 years	Pursuant to GC 26202. Originals must be retained until imaged and verified.
10	ORDINANCES/RESOLUTIONS***** May include: Approved, original, signed, ordinance/resolution	M			Permanent		Permanent	This includes microfiche, microfilm, and IT controlled media.
11	COMMITTEE/ADHOC APPOINTMENTS***** May include: "Historical" folder, legal authority, vacancy notices, confirmation letter, ATF, applications	P			Permanent		Permanent	No specific retention authority discovered. Division preference.
12	CONTRACTS/AGREEMENTS*****							

COUNTY OF AMADOR - RECORDS MANAGEMENT  
RECORDS RETENTION SCHEDULE (RM3)

INSTRUCTIONS

- 1) **Schedule Number.** Each department should establish its own system of numbering schedules. Enter this number on each page.
- 2) **Records Management Approval Number.** Please leave this space blank. Records Management will assign a number and return a copy of the Records Retention Schedule (RM3) upon approval by the Board of Supervisors.
- 3) **Item Number.** Item numbers must be sequential and begin with number 1 on the first page.
- 4) **Title and Description of Records.** Exact title of the records series must be entered here. DO NOT DELETE records for a discontinued series until all such records have been destroyed or ownership transferred to another department. A description must be included if the title is not sufficiently descriptive to explain the contents to someone unfamiliar with the records. An acronym must be spelled out in full the first time it is identified on the schedule.
- 5) **Media.** Enter the appropriate code for each type of record: P-paper (except computer printout); C-computer printout; M-magnetic or electronic (computer tapes or discs, or word processing discs); D-diazo (working copy) microfilm or microfiche; S-silver (master copy) microfilm or microfiche; F-floppy disk; O-optical disk. A listing for records received in one media and converted to another media, must include a retention period for each media.
- 6) **Vital.** Enter an "X" if this listing is vital (essential) to department operations. An "X" indicates that some special method of protection from loss is required. The special method of protection must be noted under REMARKS.
- 7) **Archives.** Please leave this space blank. The Archivist will mark this space with an "X", if applicable.
- 8) **Office Retention.** Enter the length of time records will be retained in the office. For records such as active tax accounts, enter the word "Active" in column 8. Then enter the length of time (if any) the records will be held in office space when the records are no longer active. Column 11 needs to state the event, which terminates the active life of the records.
- 9) **Records Center Retention.** Enter the length of time records will be retained in the Records Center. Records should be retained in the Records Center when they are not being referenced enough to warrant their storage in the office but must still be retained for a period of time or permanently. Permanent retention must be required by law. If law does not dictate permanent retention, records series shall be re-evaluated every five (5) years.
- 10) **Total Retention.** Enter the total number of years from Columns 8 and 9.
- 11) **Remarks.** Enter any information, which will explain or clarify treatment of the records. Other helpful information includes, but is not limited to:
  - a. Events that trigger purging, updating or transferring records, or that terminates active status.
  - b. Cross references to previous retention schedules.
  - c. Type of destruction required when the records have reached the end of the retention period.
  - d. Authority that exempts disclosure of information to the public.



# 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: December 22, 2015	

To: Board of Supervisors

Date: December 16, 2015

*Misc*

From: Todd Riebe

(Department Head - please type)

Phone Ext. 453

Department Head Signature

*Todd D. Riebe*

Agenda Title: Request to Hire Deputy District Attorney I-III

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Request approval to hire a Deputy District Attorney I-III to fill an internal position vacated by promotion.

Recommendation/Requested Action:

Hire Deputy District Attorney I-III

Fiscal Impacts (attach budget transfer form if appropriate)

None at this time

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Committee Review?

N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:

Chairman *[Signature]*

Counsel *GG*

Auditor *JOR*

GSA Director \_\_\_\_\_

CAO *[Signature]*

Risk Management *[Signature]*

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

Please send any paperwork to Julie Tonn, DA's Office

## FOR CLERK USE ONLY

Meeting Date

December 22, 2015

Time

9:00 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 \_\_\_\_\_

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

Completed by \_\_\_\_\_

Department \_\_\_\_\_

ATTEST: \_\_\_\_\_

For meeting \_\_\_\_\_

Clerk or Deputy Board Clerk

of \_\_\_\_\_

Save

## **DEPUTY DISTRICT ATTORNEY I**

### **DEFINITION**

Under general supervision, to perform the less difficult professional legal work in the District Attorney's Office; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

An entry level in the professional legal series of Deputy District Attorney. Incumbents are members of the California State Bar, but typically have no experience in the practice of law. Incumbents typically work under the close direction of more experienced attorneys and perform work which is largely confined to the investigation, preparation and presentation of less difficult criminal cases in Superior Courts.

### **REPORTS TO**

District Attorney.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

### **EXAMPLES OF DUTIES**

Under supervision, interviews complainants and witnesses in regard to prospective criminal complaints; conducts such aspects of trial attorney work as pleadings, arraignments, pre-trial agreements, assignment of projects to investigators, legal research, negotiations with defense attorneys, decisions on whether to proceed to trial; selection of jurors; prosecution; recommendations on sentence and disposition of files; prepares correspondence and reports; presents and prosecutes criminal cases in Superior Courts of Amador County.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is performed in office, outdoor, and courtroom environments; continuous contact with staff and the public.

## DEPUTY DISTRICT ATTORNEY I - 2

### DESIRABLE QUALIFICATIONS

#### (for Criminal Prosecution) Knowledge of:

- The Penal Code and other California statutes and their application to criminal law.
- The principles of Criminal, Constitutional, and Administrative Law.
- Judicial procedures and the rules of evidence.
- Search and Seizure.
- Legal research methods.

#### (for Civil Prosecution) Knowledge of:

- The California Civil Code, Code of Civil Procedure, Probate Code, Administrative Law and other California statutes and their application to civil law.
- Judicial procedures and rules of evidence.
- The principles of civil law.
- Legal research methods.

#### Ability to:

- Analyze facts and apply legal principles and precedents to specific criminal cases.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Perform legal research.
- Prepare and present criminal cases at all levels of the court system.
- Effectively represent the District Attorney's Office in contacts with the public, community organizations, law enforcement agencies, and other government jurisdictions.
- Establish and maintain cooperative teamwork relationships with District Attorney, deputies and staff.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Special Requirements: Active membership in the State Bar of California; have a working knowledge of computer word processing and computer legal research; possess a valid California drivers license.

## DEPUTY DISTRICT ATTORNEY II

### DEFINITION

Under direction, to perform a variety of professional legal work in the District Attorney's Office; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

An entry level in the professional legal series of Deputy District Attorney. Incumbents are members of the California State Bar, with three years experience in the practice of criminal law or two years experience in criminal prosecution or defense for a governmental agency. Incumbents typically are involved in the investigation, preparation and presentation of misdemeanor criminal cases and preliminary hearings in Superior Courts.

### REPORTS TO

District Attorney.

### CLASSIFICATIONS DIRECTLY SUPERVISED

None.

### EXAMPLES OF DUTIES

In addition to those "Duties" of Deputy District Attorney I, conducts such aspects of trial attorney work as arraignments, pre-preliminary hearings, assignment of projects to investigators, legal research, negotiations with defense attorneys; prosecution; recommendations on sentence and disposition of files. Incumbents typically are involved in the investigation, preparation and presentation of juvenile criminal cases and dependency cases in Superior Courts.

### TYPICAL PHYSICAL REQUIREMENTS

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

### TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and courtroom environments; continuous contact with staff and the public.

DEPUTY DISTRICT ATTORNEY II - 2

**DESIRABLE QUALIFICATIONS**

(for Criminal Prosecution) Knowledge of:

- The Penal Code and other California statutes and their application to criminal law.
- Judicial procedures and the rules of evidence.
- The principles of Criminal, Constitutional, and Administrative Law.
- Legal research methods.

(for Civil Prosecution) Knowledge of:

- The California Civil Code of Civil Procedure, Probate Code, Administrative Law and other California statutes and their application to civil law.
- Judicial procedures and rules of evidence.
- The principles of civil law.
- Legal research methods.

Ability to:

- Analyze facts and apply legal principles and precedents to specific criminal cases.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Perform legal research.
- Prepare and present criminal cases at all levels of the court system.
- Effectively represent the District Attorney's Office in contacts with the public, community organizations, law enforcement agencies, and other government jurisdictions.
- Establish and maintain cooperative teamwork relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

One (1) year of professional legal experience comparable to that of a Deputy District Attorney I with Amador County.

Special Requirements: Active membership in the State Bar of California; have a working knowledge of computer word processing and computer legal research; possess a valid California driver's license.

## **DEPUTY DISTRICT ATTORNEY III**

### **DEFINITION**

Under direction, to perform a variety of professional legal work in the District Attorney's Office; to handle the more difficult and complex legal cases; to provide direction and work coordination for other legal and support staff in the District Attorney's Office; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

The journey level class in the Deputy District Attorney series, with five years experience in the practice of criminal law or four years experience in criminal prosecution or defense for a governmental agency. Incumbents are expected to handle the range of cases and issues before any court. This class is distinguished from the next lower class of Deputy District Attorney II by the greater difficulty of cases assigned, and by the lesser degree of supervision. This class is further distinguished from the next higher of Deputy District Attorney IV by the fact that the latter are routinely assigned to most difficult and complex criminal or civil cases, works independently and without supervision.

### **REPORTS TO**

District Attorney.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Provides lead direction for other legal and/or support staff.

### **EXAMPLES OF DUTIES**

In addition to the "Duties" of Deputy District Attorney I and II, prepares and tries difficult and complex cases before the Appellate Department, Superior Court and other courts as required, presents and prosecutes criminal and appropriate civil cases in all courts.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is performed in office, outdoor, and courtroom environments; continuous contact with staff and the public.

## DEPUTY DISTRICT ATTORNEY III - 2

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- The Penal Code and other California statutes and their application to criminal and family support law.
- Judicial procedures and the rules of evidence.
- The principles of Criminal, Constitutional, and Administrative Law.
- Thorough knowledge of a specialized area of legal work such as family support law when required by job assignment.
- Legal research methods.
- Principles of work direction, work coordination , and training.

#### Ability to:

- Provide work direction, training and coordination for other staff including overseeing the functions of a specialized unit in the District Attorney's Office.
- Perform the more difficult and complex legal work.
- Analyze facts and apply legal principles and precedents to specific criminal and family support cases.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Perform legal research.
- Prepare and present criminal and family support cases at all levels of the court system.
- Effectively represent the District Attorney's Office in contacts with the public, community organizations, law enforcement agencies, and other government jurisdictions.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Two (2) years of professional legal experience comparable to that of a Deputy District Attorney II with Amador County.

Special Requirements: Active membership in the State Bar of California; have a working knowledge of computer word processing and computer legal research; possess a valid California driver's license.