

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 11/15/2016

Budget

From: Aaron Brusatori-Community Dev. Director  
(Department Head - please type)

Phone Ext. \_\_\_\_\_

<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>11/22/16</u>

Department Head Signature 

Agenda Title: Budget increase-Clothing & Personal Supplies for Road Crew Shirts

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Requesting budget increase of \$500.00 based on increased revenue from Board of Supervisors discretionary funds to help pay for road crew t-shirts. Increasing clothing and personal supplies line item in the amount of revenue increase.

Recommendation/Requested Action:  
Approve budget increase

Fiscal Impacts (attach budget transfer form if appropriate) <u>See attached budget transfer form</u>	Staffing Impacts
---	------------------

Is a 4/5ths vote required? Yes  No

Committee Review? Name _____ N/A <input type="checkbox"/> Committee Recommendation: _____	Contract Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Resolution Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Ordinance Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Comments: _____ _____
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Request Reviewed by:

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

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Copy to Auditor/Controller, Budget Analyst and Public Works

### FOR CLERK USE ONLY

Meeting Date 11-22-16 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

DATE: 11/14/2016

REQUESTED BY:

Aaron Brusatori



DEPARTMENT: Community Development Director

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

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

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

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

JOURNAL ENTRY NO. \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
3000	51100	\$500.00		3000	47900	\$500.00	

**REASON FOR THE REQUEST:**

The Board of Supervisors have contributed \$100 from each of their discretionary funds to help pay for Road Crew shirts. Misc. road revenues line item is being increased and Appropriations for Clothing and Personal Supplies is being increased to pay for the shirts.

- 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: 11/09/2016

*Resol.*

From: Melissa Cranfill, Director of Behavioral Health  
(Department Head - please type)

Phone Ext. 412

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

Meeting Date Requested:

11/22/16

Department Head Signature Melissa Cranfill

Agenda Title: Mental Health Services Act (MHSA) Annual Update and Expenditure plan and Resolution for Fiscal Year 2016-2017

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

The Director of Behavioral Health Department requests the Board of Supervisors approve the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2016-2017.

This update reports progress made on all approved MHSA plans. This annual update has been developed with participation of stakeholders Community Planning Process.

Recommendation/Requested Action:

Approval of the Plan and Resolution.

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? Name \_\_\_\_\_ N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:

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

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

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

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

Please return one Certified Resolution to Angie Grau in Behavioral Health.

### FOR CLERK USE ONLY

Meeting Date 11-22-16 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 \_\_\_\_\_  
of \_\_\_\_\_

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

Clerk or Deputy Board Clerk

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

IN THE MATTER OF:

RESOLUTION APPROVING THE	)	RESOLUTION NO. 16-XXX
MENTAL HEALTH SERVICES ACT (MHSA)	)	
ANNUAL UPDATE FISCAL YEAR 2016/2017	)	
WITH AMADOR COUNTY	)	

WHEREAS, the Mental Health Services Act (MHSA) Annual Update is to provide the public an update of each component within MHSA: Community Services and Supports; Prevention and Early Intervention; Workforce Education and Training; Innovation Projects; as well as Capital Facilities and Technology; and

WHEREAS, in accordance with MHSA regulations, County Mental Health Departments are also required to submit a program and expenditure plan and update it on an annual basis, based on the estimates provided by the state and in accordance with established stakeholder engagement and planning requirements; and

WHEREAS, this MHSA annual update has been developed with the participation of stakeholders, in accordance with Title 9 of the California Code of Regulations section 3300, Community Planning Process; and

WHEREAS, the draft FY 2016/17 annual update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local Mental Health Board on October 19, 2016. All input has been considered with adjustments made, as appropriate.

BE IT RESOLVED that the Amador County Board of Supervisors does hereby approve the Mental Health Services Annual Update for the 2016-2017 funding year.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_

**Amador County  
Behavioral Health Services  
Mental Health Services Act  
Annual Update**

**Fiscal Year 2016/17**



WELLNESS | RECOVERY | RESILIENCY

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## COUNTY CERTIFICATIONS

<b>MHSA County Program Certification</b>	
County: Amador _____	Submission: Annual Update _____
<b>County Mental Health Director</b>  Name: Melissa Cranfill, LCSW  Telephone Number: 209-223-6335  E-mail: mcranfill@amadorgov.org	<b>Project Lead</b>  Name: Stephanie Hess  Telephone Number: 209-223-6308  E-mail: shess@amadorgov.org
County Mental Health Mailing Address: Amador County Behavioral Health Services 10877 Conductor Blvd., Ste. 300 Sutter Creek, CA 95685	
<p>I hereby certify that I am the official responsible for the administration of county mental health services in and for said county and that the County has complied with all pertinent regulations, laws and statutes for this annual update/update. Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.</p> <p>This annual update has been developed with the participation of stakeholders, in accordance with Title 9 of the California Code of Regulations section 3300, Community Planning Process. The draft FY 2015/16 annual update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local mental health board. All input has been considered with adjustments made, as appropriate.</p> <p>A.B. 100 (Committee on Budget – 2011) significantly amended the Mental Health Services Act to streamline the approval processes of programs developed. Among other changes, A.B. 100 deleted the requirement that the three year plan and updates be approved by the Department of Mental Health after review and comment by the Mental Health Services Oversight and Accountability Commission. In light of this change, the goal of this update is to provide stakeholders with meaningful information about the status of local programs and expenditures.</p> <p>I declare, to the best of my knowledge, the information provided herein is true and correct.</p> <p> <u>Melissa Cranfill, LCSW</u>            Mental Health Director/Designee (PRINT)                      Signature _____ Date _____         </p>	

## COUNTY CERTIFICATIONS

### MHSA County Fiscal Accountability Certification\*

County: Amador \_\_\_\_\_

Submission: Annual Update \_\_\_\_\_

**County Mental Health Director**

Name: Melissa Cranfill, LCSW

Telephone Number: 209-223-6335

E-mail: mcranfill@amadorgov.org

**County Auditor-Controller**

Name:

Telephone Number:

E-mail:

County Mental Health Mailing Address:  
 Amador County Behavioral Health Services  
 10877 Conductor Blvd., Ste. 300  
 Sutter Creek, CA 95685

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for other counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/report is true and correct to the best of my knowledge.

Melissa Cranfill, LCSW

Mental Health Director/Designee (PRINT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I hereby certify that for the fiscal year ended June 30, 2011, the County has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's financial statements are audited annually by an independent auditor and the most recent audit report is dated \_\_\_\_\_ for the fiscal year ended June 30, 2015. I further certify that for the fiscal year ended June 30, 2015, the State MHSA distributions were recorded as revenues in the local MHS fund; that the County MHSA expenditures and transfers out were appropriated by the Board of Supervisors and record in compliance with such appropriations; and that the County has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/report is true and correct to the best of my knowledge.

\_\_\_\_\_  
County Auditor-Controller (PRINT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)  
 Three Year Program and Expenditure Plan, Annual Update, and RER Certification (02/14/2013)



## BACKGROUND

### Amador County Snapshot



Amador County covers 595 square miles approximately 45 miles southeast of Sacramento in the western Sierra Nevada foothill and mountain terrain. Its elevation ranges from 200 to more than 9000 feet. The region is often referred to as part of the "Mother lode" based on its 19th century gold rush history. The county is characterized by quaint historic towns and vineyards. Jackson is the county seat and the main commercial center. Other towns include Pioneer, Volcano, Amador City, Sutter Creek, Fiddletown, Drytown, Pine Grove, Martell and River Pines.

Amador's population recently decreased to about 36,000 residents. For many years, at least 10% of the population census included Preston School of Industry (for incarcerated persons under 21 years of age; Preston closed in 2011) and the Mule Creek Prison for adults. The Mule Creek population decreased over the past several years due to the realignment of custody, treatment, and supervision of individuals convicted of specified non-serious crimes from the state prison system to counties. This decrease in prison population (from 4,015 to 2,870) is reflected in the total population.

The county's population is older than the state and that of its foothill counties to the south. Percentage-wise, compared to the state, its 0 to 4-year-old population is small, and percent of 64 years old and older is large. The county's median age is 49.1 years. This is about 1.4 times that found in California; and about 1.3 times the percent in the US.

#### County Demographics:

- 90.9% Caucasian
- 2.3% African American
- 2.1% American Indian/Alaska Native
- 1.2% Asian American
- 0.2% Hawaiian
- 12.7% Hispanic/Latino
- 3.2% Reporting 2 or More Races/Ethnicities
- **13% Live Below the Poverty Level (3.4% increase from 2000 to 2012)**
- **5,005 Veterans (98% male; 5% 18-24; 16% 35-54; 28% 55-64, 51% 65 or older)**

\*Data taken from the August 2014 Amador County Community Assessment. Copies available upon request.

#### County Challenges:

- **Limited housing opportunities for lower-income households have also led to increased homelessness in Amador**
  - In 2015, 235 people were counted as homeless, including 17 youth and 18 older adults (60+)
  - At least 29% were affected by mental illness and/or substance abuse and 8% were Veterans
  - Counts from 2016 showed an 18% increase, for a total of 285 people being counted as homeless in Amador County
- Remote areas face transportation challenges, leading to increased isolation for families and older adults

## BACKGROUND

### Workforce Needs Assessment

Amador County Behavioral Health Services (ACBHS) currently employs the Full Time Equivalency (FTE) of: 6.5 Clinicians, 1 Crisis Coordinator, 1 Crisis Counselor, 1.0 FTE (4-part time) Contracted Crisis Workers, 3 Personal Service Coordinators, 2 Substance Abuse Counselors, 1 FTE (3-part time) Psychiatrists, 1 Psych Tech, 5 Supervisors/ Managers/ Administrators, 6 Support Personnel, and 1 FTE Transportation Driver.

With the passing of the Affordable Care Act and Covered California, many Amador residents have medical coverage for the first time and have been seeking needed physical and mental health care. Unfortunately, demand has far outweighed the supply of medical professionals in Amador. ACBHS is mandated to see those in crisis and the seriously mentally ill. The county currently has a staffing shortage to treat those with mild to moderate mental illness. In addition, due to stressors typical to a rural environment (isolation, lack of resources, limited transportation), the need for additional crisis support is always needed, along with case management to assist clients to access existing resources, such as housing.

### Introduction

#### The Mental Health Services Act

In 2004, California voters passed Proposition 63, the Mental Health Services Act (MHSA), which became law on January 1, 2005. The Act imposes 1% taxation on personal income exceeding \$1 million. Over the past 8 years, these funds have transformed, expanded, and enhanced the current mental health system. MHSA has allowed Amador County Behavioral Health Services (ACBHS) to significantly improve services and increase access for previously underserved groups through the creation of community based services and supports, prevention and early intervention programs, workforce, education and training, as well as innovative, new approaches to providing programs to the public.



#### MHSA Legislative Changes

In March of 2011, AB 100 was signed into law by the Governor and created immediate legislative changes to MHSA. Among other changes, AB 100 eliminated the State Department of Mental Health (DMH) and the Mental Health Services Oversight and Accountability Commission (MHSOAC) from their respective review and approval of County MHSA plans and expenditures. It also replaced DMH with the "State" for the distribution of MHSA funds, and suspended the non-supplant requirement for FY 11/12 due to the State's fiscal crisis. This allowed for MHSA funds to be used for non-MHSA programs, and for \$862 million dollars to be redirected to fund Early Periodic Screening, Diagnosis and Treatment (EPSDT), Medi-Cal Specialty Managed Care, and Education Related Mental Health for students.

On June 27, 2012, AB 1467, the trailer bill for the 2012/13 state budget was signed into law. This bill contained additional changes to state law, including amendments to MHSA. New language requires county Innovation (INN) plans to meet certain requirements, as adhered to in this Update. Additionally, the bill retains the provision that county INN plans be approved by the MHSOAC. The bill also clarifies that three-year plans and annual updates are to be adopted by the county board of supervisors and submitted to the MHSOAC within 30 days after board adoption. Second, the bill requires that plans and updates include the following additional elements: 1) certification by the county mental health director to ensure county compliance with pertinent regulations, laws and statutes of the Act, including stakeholder engagement and non-supplantation requirements, and 2) certification by the county mental health director and the county auditor-controller that the county has complied with any fiscal accountability requirements, and all expenditures are consistent with the Act.

#### Update Purpose

The intent of the MHSA Annual Update is to provide the public an update of each component within MHSA: Community Services and Supports (including Permanent Supportive Housing); Prevention and Early Intervention; Workforce, Education and Training; Innovation Projects; as well as Capital Facilities and Technology. In accordance with MHSA regulations, County Mental Health Departments are also required to submit a program and expenditure plan (program description and budget) and update it on an annual basis, based on the estimates provided by the state and in accordance with established stakeholder engagement and planning requirements (Welfare & Institutions Code, Section 5847). ***This update provides a progress report of ACBHS' MHSA activities for the previous fiscal year as well as an overview of current or proposed MHSA programs planned for the Fiscal Year to come. Projected Fiscal Year 2016/17 expenditures for each MHSA component can be found on Page 28.***

## BACKGROUND

### **Direction for Public Comment**

Behavioral Health Services is pleased to announce the release of this Annual Update to Amador County's Mental Health Services Act Plan for FY 2016/17. This Update is based on statutory requirements, a review of the community planning over the past several years, and extensive recent stakeholder input.



Behavioral Health Services is seeking comment on the Annual Update during a 30-day public review period between September 17, 2016 and October 19<sup>th</sup> 2016. A copy of the Annual Update may be found at [www.amador.networkofcare.org](http://www.amador.networkofcare.org) and will be available at the Behavioral Health Services front desk. You may also request a copy by contacting Stephanie Hess at 209-223-6308. A Public Hearing regarding this Annual Update will be held during the Mental Health Board on October 19, 2016 at 3:30 pm at Behavioral Health Services, 10877 Conductor Blvd., Sutter Creek.

All comments regarding the Annual Update for FY 2016/17 may be directed to Stephanie Hess, Mental Health Services Act Programs Coordinator, via email at [shess@amadorgov.org](mailto:shess@amadorgov.org) or by calling 209-223-6308 during the 30-day public review period. Thank you for your ongoing interest in the Mental Health Services Act.

## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

**Public Comment Period: September 17, 2016 through October 19, 2016**  
**Date of Public Hearing: October 19, 2016**

The following is a brief description of the Community Program Planning and Local Review Processes that were conducted as part of this annual update per Title 9 of the California Code of Regulations, sections 3300 and 3315.

<b>Community Program Planning</b>	
1.	<p>The Community Program Planning (CPP) Process for development of all components included in the annual update/report is described below; included are the methods used to obtain stakeholder input.</p> <div style="display: flex; align-items: flex-start; margin-top: 10px;"> <div style="flex: 1;">  </div> <div style="flex: 4; padding-left: 10px;"> <p>Amador County utilized data obtained from the Mental Health Services Act / Cultural Competency Steering Committee (made up of consumers, family members, community partners, and county staff) to ensure that this Annual Update was an appropriate use of funds. Amador also used previous stakeholder input including:</p> <ul style="list-style-type: none"> <li>- Previous CPP input from the original Community Services and Supports (CSS) 3 Year Plan and the MHSA 3 Year Plan for Fiscal Years 2014-2017</li> <li>- Previous CPP input from the Prevention and Early Intervention Component to the CSS Plan</li> <li>- Previous CPP input from the Innovation Component to the CSS Plan</li> <li>- Monthly workgroup meetings with consumers and family members</li> <li>- One-on-one interviews with key stakeholders</li> </ul> </div> </div>
2.	<p>The following stakeholder entities were involved in the Community Program Planning (CPP) Process. (i.e., agency affiliation, population represented, age, race/ethnicity, client/family member affiliation, primary language spoken, etc.)</p> <p>Stakeholders involved in recent and previous community program planning includes:</p> <ul style="list-style-type: none"> <li>- The Mental Health Board and other Amador County Community Members/Stakeholders</li> <li>- Consumers and their Families, including Transitional Age Youth, Adults, &amp; Older Adults, of the Mental Health Services Act / Cultural Competency Steering Committee</li> <li>- Targeted Underserved Groups including Latinos, Veterans, Homeless, &amp; LGBTQ</li> <li>- Mental health and substance abuse staff of Amador County Behavioral Health (ACBHS)</li> <li>- ACBHS Partner Agencies/Organizations, including Substance Abuse Providers</li> <li>- Community-based organizations including the Peer-Run Sierra Wind Wellness Center</li> </ul> <div style="text-align: right; margin-top: 20px;">  </div>
<b>Local Review Process</b>	
3.	<p>The methods below were used to circulate, for the purpose of public comment, the annual update or update.</p> <p>After this Annual Update was posted for 30-day public review and comment, Amador County utilized the following methods to ensure the posting was thoroughly publicized and available for review:</p> <ul style="list-style-type: none"> <li>- Posted an electronic copy on <a href="http://www.amador.networkofcare.org">www.amador.networkofcare.org</a></li> <li>- Provided hard-copies at the Behavioral Health Services front desk for public access</li> <li>- Provided electronic copies to the Mental Health Services Act / Cultural Competency Steering Committee</li> <li>- Submitted press release regarding the availability of the update and date of Public Hearing</li> <li>- Publicized availability of the Annual Update at various community Commissions, Boards, and meetings</li> <li>- Provided information to the Mental Health Board and community members at the Public Hearing</li> </ul>
4.	<p>The following are any substantive comments received during the stakeholder review and public hearing, responses to those comments, and a description of any substantive changes made to the proposed annual update.</p> <p>Comments received thus far have been positive; only requiring minimal editorial changes to the following Annual Update. These changes are listed below:</p>

## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

- Table of Contents Edits: Changed language from 'FY 15/16 Budget' and 'FY 15/16 Annual Update Attachments' to 'FY 16/17 Budget' and 'FY 16/17 Annual Update Attachments'.
- After public comment was received and further research conducted (see attachments on page 31), bullet 3 from page 5 which stated 'Public transportation to obtain centrally-located services is often limited to 1-2 buses a day or does not exist' was removed from the Annual Update as it no longer applies.
- The Workforce Needs Assessment was updated to include 1 Full-Time Crisis Counselor and other staffing changes.

Please see attachments for further details.

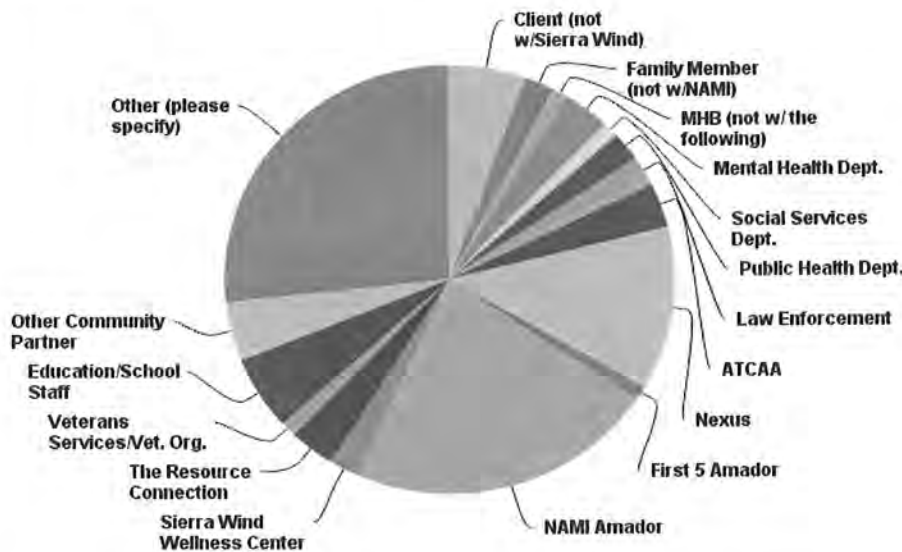
## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

### Community Planning Process Survey Responses

A 6-page MHSA FY 2016/17 Annual Update Community Input Survey was widely distributed to all stakeholders, along with many others. The purpose of this survey was to determine who is actively participating in the Stakeholder process, what target populations and programs the community feels MHSA funding should be focusing more on, how effective the department is in meeting the essential elements of the Act, and what additional programming is needed, funding permitted. The following represents the 91 responses received from April to early June 2016.

#### Groups who responded:

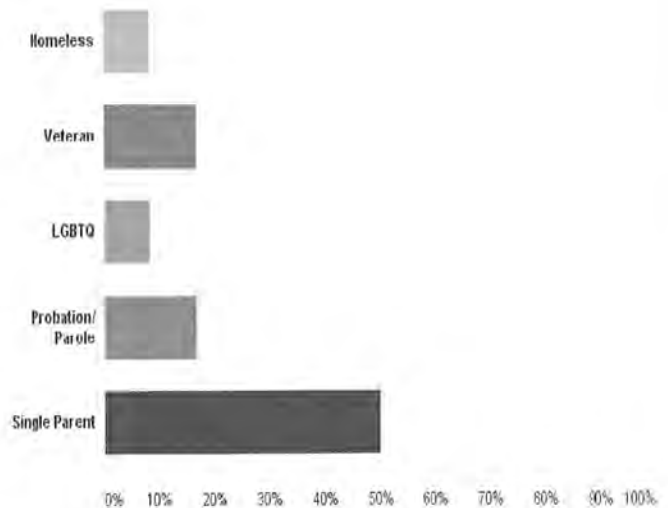
*Note: The Other category includes those who identified with more than one group.*



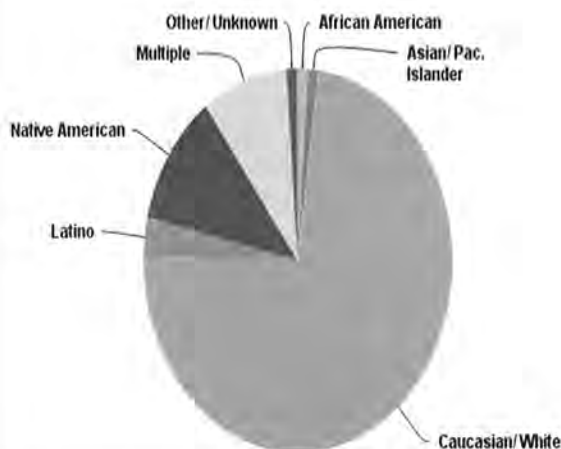
#### Preferred Language of Those Who Responded:

- English 99%
- Spanish 1%

#### Other Designations of Those Who Responded:

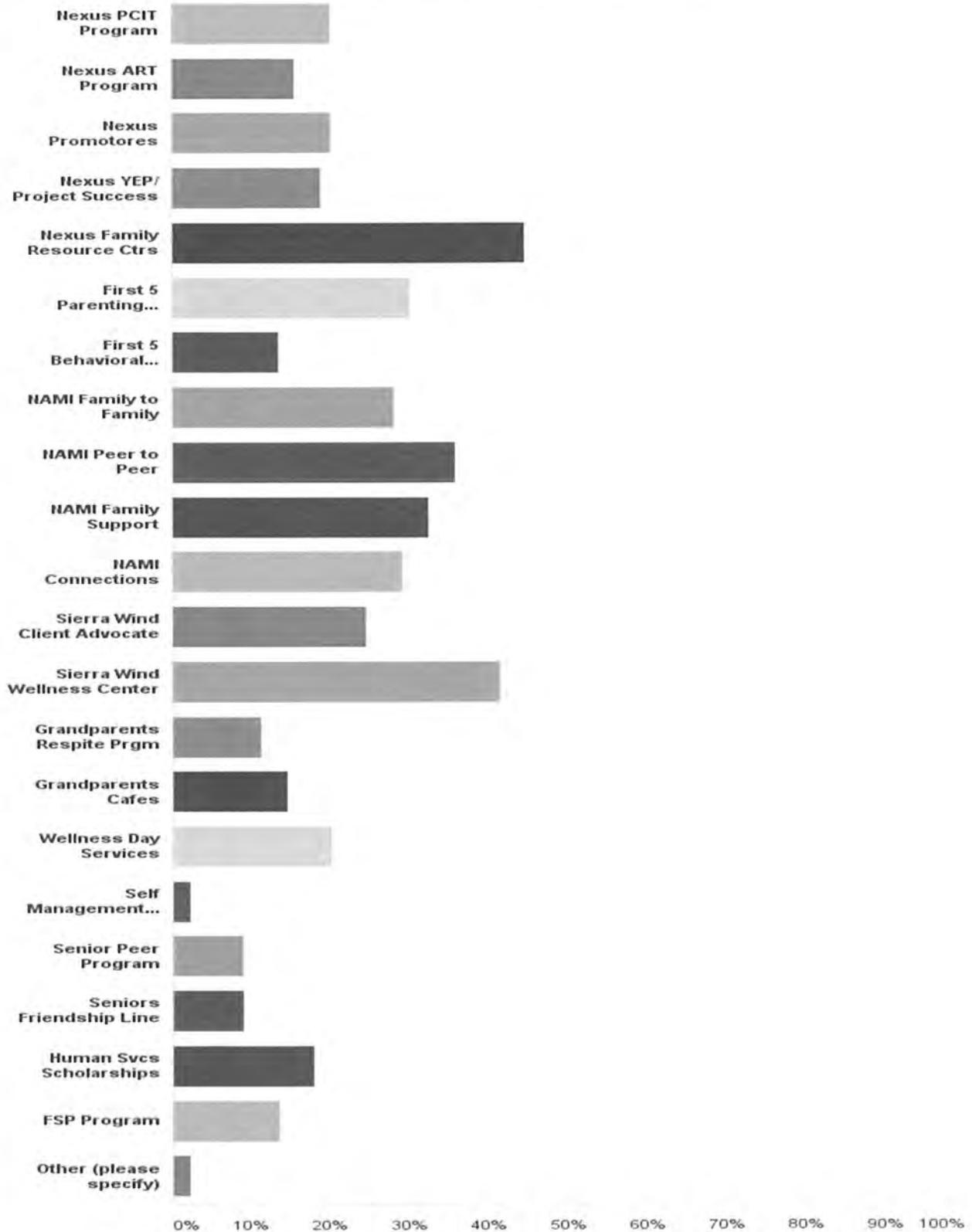


#### Race/Ethnicity of Those Who Responded:



## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

The following represents Programs That Participants Were Most Familiar with:



## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

Respondents were asked how they felt MHSA programs were doing serving various target populations as a whole. The following are the responses:

- With regards to Children (0-5),
  - Approximately 40% felt MHSA-funded programs were doing Good or Excellent in serving Children (0-5);
  - 38% were Neutral about how MHSA-funded programs were doing in serving this population; and
  - 22% felt that MHSA-funded programs were doing Poor or Fair in serving this population.
- With regards to Youth (6-12), Teens (13-17), and Adults (25-59):
  - An average of 35% felt MHSA-funded programs were doing Good or Excellent;
  - An average of 40% were Neutral about how MHSA-funded programs were doing in serving this population; and
  - An average of 25% felt MHSA-funded programs are doing Poor or Fair in serving this population.
- Over 55% were Neutral about how MHSA-funded programs were doing in serving Native Americans and other Minority Groups (i.e., Asians, African Americans, etc.)
- Veterans and Seniors scored the exact same in all areas:
  - 38% felt MHSA-funded programs were doing Good or Excellent in serving these populations;
  - 31% were Neutral about how MHSA-funded programs were doing in serving both of the populations; and
  - 31% felt MHSA-funded programs are doing Poor or Fair in serving Veterans and Seniors.
- **23% felt MHSA-funded programs were doing Poor in serving the Homeless population (the lowest "Poor" score)**
- With regards to LGBTQ, 26% felt MHSA-funded programs were doing Poor or Fair, while 30% indicated that MHSA-funded programs were doing Good or Excellent. 44% responded Neutral.
- With regards to Latinos, 26% reported MHSA-funded programs were doing Poor or Fair, while 24% indicated that MHSA-funded programs were doing Good or Excellent. 50% responded Neutral.
- For those with Serious Mental Illness:
  - 32% felt MHSA-funded programs were doing Poor or Fair in serving this population;
  - 35% felt MHSA-funded programs were doing Good or Excellent in serving this population; and
  - 33% reported Neutral.
- For those who might be at risk of mental illness:
  - 35% felt MHSA-funded programs were doing Poor or Fair in serving this population;
  - 33% felt MHSA-funded programs were doing Good or Excellent in serving this population; and
  - 32% reported Neutral.



## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

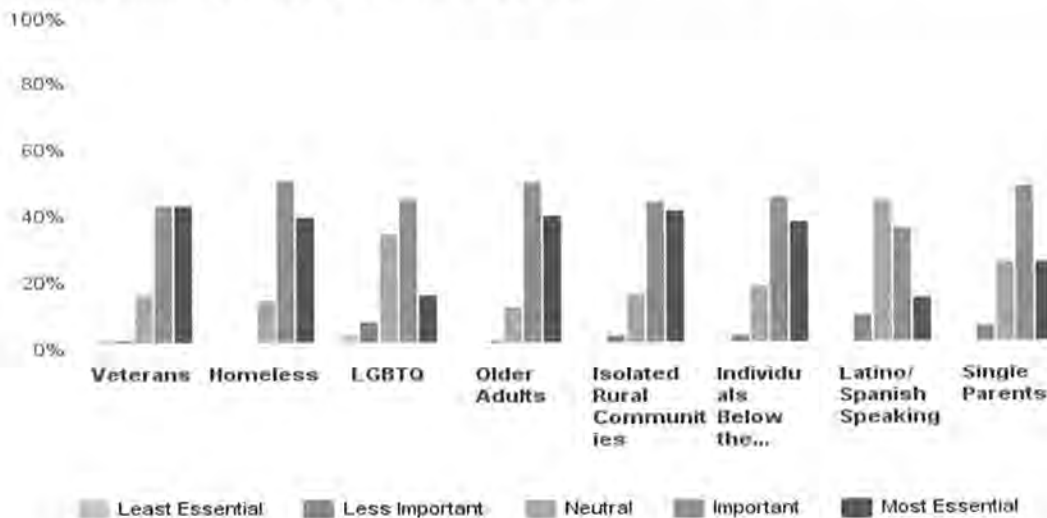
Respondents were also asked how they felt Amador County was doing in meeting various essential elements of the Mental Health Services Act. The following are the responses:

- An average of 40% felt that Amador County Behavioral Health is doing Good or Excellent in the following:
  - Client & Family Focused
  - Culturally Competent Staff
  - Recovery-Based Services
  - Welcoming Environment
  - Collaboration with Community
- 50% felt that the department was Good or Excellent in being Client & Family Focused and in Collaboration with the Community (the highest two scores)
- An average of only 13% felt the department was doing 'Poor' in all of the five areas listed above.

Respondents were asked about potential training opportunities as well. These were the responses:

- 67% Probably or Definitely would be interested in Mental Health first Aid (like "Mental Illness 101")
- 64% Probably or Definitely would be interested in Bridges Out of Poverty (training to help the very low income)
- 62% Probably or Definitely would be interested in ASIST (Applied Suicide Intervention Skills Training)
- 53% Probably or Definitely would be interested in WRAP (Wellness, Recovery, Action Planning)
- 44% Probably or Definitely would be interested in Maternal/Family Wellness (i.e., post-partum depression, etc.)

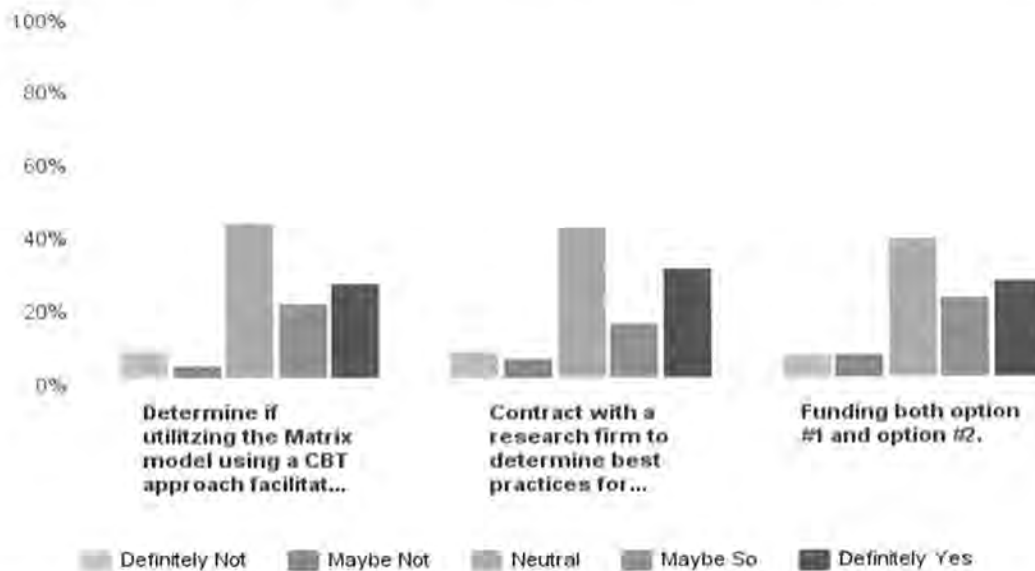
Respondents were asked to rate groups that have been previously identified by MHSA Stakeholders as priority populations to ensure the department continues to serve those the community feels have the greatest need. The following represents their responses, with the **Homeless, Older Adults, Veterans, those Below the Poverty Line, and Single Parents ranking highest (respectively). Six additional comments added the need to include Youth.**



## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

The MHSAs Annual Update Community Input Survey also mentioned the opportunity to implement a new Innovation program. In the past, stakeholders have provided feedback that indicated the need to focus on improved outcomes for those with co-occurring disorders. Additionally, stakeholders have also requested more services for the youth, especially with regard to behavioral health as a whole. Therefore, a new Innovation project was proposed for Amador County with regards to co-occurring disorders within our TAY (Transitional Age Youth) population. The project would pilot a youth AOD treatment program with an added therapeutic element by treating co-occurring disorders at the same time. The plan would be to use the Matrix program, which is evidenced based on CBT (Cognitive Behavioral Therapy) techniques, to see if positive outcomes for our co-occurring TAY population increase. Ideally, a team would be developed consisting of one MH Clinician and one AOD Counselor to co-facilitate these matrix groups for the TAY population, in order to determine if it will improve both TAY's MH and Substance Abuse outcomes.

Responses to this section were mostly positive with an average of 47% indicating 'Maybe So' or 'Definitely Yes' in supporting this project. An average of 41% responded with 'Neutral' and only 13% indicated 'Definitely Not' or 'Maybe Not' when responding to whether or not they would support this project.



Another, second Innovations proposal has also been discussed during the Community Program Planning Process. The goals of this second Innovations project would be to:

1. Reduce stigma among Native Americans in our community;
2. Create approaches to prevent severe mental health problems amongst pregnant women and children;
3. Maximize primary care clinic's ability to touch patients early in life and during pregnancy;
4. Create an integrated health approach which would increase collaboration amongst community partners and stakeholders to identify PMAD disorders early on in pregnancy and/or post-partum.

## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

The project idea is to partner with the Amador MACT clinic and First 5 Amador by not only funding a clinician but also by coordinating with other community partners/stakeholders to provide the following services to all pregnant women (Natives and non-Natives) who are patients of the MACT clinic:

- Individual Counseling Sessions: An initial appointment at the onset of pregnancy and once every trimester during pregnancy (minimum). One post-partum visit and additional follow up as necessary.
- Cultural Components: Outreach and education about mental health along with incorporating traditional healers/elders to merge.
- Clinic Coordination: MACT and Sutter Amador to coordinate so that all MACT patients receiving pregnancy services through Sutter Amador are included in the project.
- 1x1 and/or Parenting Groups: Weekly groups with emphasis on neurodevelopment of fetus, self-care and preparation of parenting curriculum.
- Post-Partum: Initial post-partum evaluation to be conducted by clinician.

This project idea was presented by Alex Abarca, LCSW, Directory of Behavioral Health, MACT Healthboard at the June 14, 2016 MHSA/Cultural Competency Committee Meeting. This topic was also discussed again at the September 1, 2016 MHSA/Cultural Competency Committee Meeting. Feedback from stakeholders was positive and it was noted that this project is 'exciting' and 'a great way to reduce stigma.'

Although not expected, should MHSA revenue increase in the future, respondents were asked what programs and services they would like Amador County Behavioral Health to consider funding. The following are the responses:

- Teens, young adults
- Rehab-Drug & Alcohol; Cessation Classes for Tobacco
- Teen, young adult
- We need more help in the schools. We see so many young people in need of mental health help. Project Success does a wonderful job, but we could certainly use more support!
- More for young people. My students need help with mental health services. Nexus does great but we need more!
- More for students, we have a lot of kids in need of support. More school based.
- Housing
- Community Center in Plymouth
- Expanded Mental Health services for seriously emotionally disturbed youth including medication monitoring and residential services. Also collaboration with schools and related agencies.
- More programs for seniors
- Drug & Alcohol Treatment, 18-24 focused.
- More for young people—our youth are in severe need of more mental health services.
- More family programs like PCIT. It has been very helpful for my child and me.
- Outreach to homeless, in particular, mentally ill homeless.
- Housing support & training to help low income people find a home and financing or financial guidance.
- More services in Plymouth/River Pines area. Crisis centers staffed 24/7.
- We see a huge need for more services for the 12-21 population! ART & Nexus programs are working well but need more prevention work.
- Housing program for the low income people who need assistance and guidance in finding housing.
- Promotores De Salud (more) Youth Programs
- Homeless Shelter

## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

- Elderly Assistance; Law/Legal Help for all
- Screening & resource referral opportunities/events. Supported job training & referrals.
- More outreach gatherings like the Wellness Days at Sierra Wind.
- All mental health services are impossible to access. Going out of county!
- Crisis Intervention Team; Supported Housing; Expand FSP's
- Alcohol & Drug Programs: Look at the reason why the need for use and abuse of the 'substance'. "Why".
- Mental Health First Aid
- Our youth, education, prevention
- More help for the homeless & children at the schools
- More services for drug and alcohol. There isn't much out there. Need more options.
- If possible, more help with the homeless. If they could get stable and be able to work on themselves. Seeing they need to recover. Seeing they may have mental illness.
- Hire a psychiatrist so clients don't have to speak to a monitor about their issues.
- Funding for increased adult counseling/Psychiatrist and substance abuse counselors. Clients wait too long for appointments and meds.
- Support opportunities for children experiencing divorce.
- Housing
- More peer run support groups.
- Peer run respite. Peer programs outside of Sierra Wind Education and training for peers. Funding for conference and seminars for peers.
- Smoking cessation for behavioral health and alcohol/drug clients. Post-cessation support groups.
- I envision having peer navigators embedded within the county behavioral health system to support consumers and family members to navigate the services. For example: A peer navigator can show consumers how to complete intake paperwork, and empower folks to advocate for themselves.
- Naloxone distribution as antidote to accidental overdose
- My overall feeling is that unless you are in a special group of some sort (such as the court system), little options for mental health interventions within the county exist. Most people have few options other than showing up at the Emergency Department in crisis.
- Provide enhanced services to those incarcerated.
- Housing
- Inpatient programs for adults with drug, alcohol and mental health issues. Have doctors on site to prescribe medications. Have people with degrees instead of just a class in Mental Health First Aid.
- We must have more help with recovery, including Methadone or suboxone clinics with counseling.

Respondents were also provided an opportunity to provide additional comments regarding programs and services offered by MHSA. Following are the responses received:

- Project Success is very effective.
- Nexus staff are great. Very helpful.
- Staff at Upcountry Community Center are great. Very helpful.
- Information difficult to find to know what is available. I am trying to assist Vets and Seniors with what might be of use to them.
- Very good programs.
- Excellent program for people who are prone to have anxiety or mental issues.

## COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

- Good
- The day after my husband was in the ER in crisis (suicide) we received a visit from the mobile support team. They were VERY helpful—we are very thankful to Linda and Nash.
- I think Sierra Wind is doing a good job. Not sure of everything Nexus does. I know NAMI helps families. First Five helps pregnant moms and families with little kids get help before they go to school. Is anyone working with teachers.
- Would like to see additional assistance for the elderly on fixed incomes.
- Strategic planning to ensure that all funded programs are meeting bench marks. Oversight of reporting and services to confirm delivery and effectiveness.
- MHSA provides valuable services to our communities with community responsive programs, great job!
- Behavioral Health continues to use a clinical model that does not address life situations. There is too much emphasis on group counseling and no real attempt to walk me through life skills like qualifying for housing and being a tenant.
- Learn more about harm reduction instead of allowing people to have bad behavior. Your harm reduction knowledge is armful to the community.

## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

Welfare and Institutions Code Section 5848 states that Counties shall report on the achievement of performance outcomes related to Mental Health Services Act (MHSA) components including Community Services and Supports (CSS), which includes Permanent Supportive Housing, Prevention and Early Intervention (PEI), Innovation (INN), and one-time funds including Workforce Education and Training (WET), and Capital Facilities and Technological Needs (CF/TN). Any changes to these components due to performance or funding should also be reflected in this report. Per Welfare and Institutions Code Section 5847, Counties shall also report on those served (**see page 31**), and submit a budget that represents unspent funds from the current fiscal year and projected expenditures for the next fiscal year (**please see the budget on Page 28 for projected expenditures associated with each component of MHSA for Fiscal Year 2016/17**).

### Community Services and Supports (CSS)



Community Services and Supports (CSS) was the first component implemented as part of the Mental Health Services Act (MHSA) plan. CSS services are provided through systems of care that are typically focused on particular age groups (i.e. a Children's System of Care). In Amador, ACBHS operates as one integrated system of care; however, there is an Adult Team and a Children's Team. CSS has three different categories that support the system(s) of care: System Development, Outreach and Engagement, and Full Service Partnerships. A one-time allocation to fund needed Housing for those with serious mental illness is also funded under CSS.

The implementation of MHSA CSS is progressing as planned with significant successes. In FY 2015/16, Amador County Behavioral Health Services (ACBHS) increased outreach and core services to Adults and Children with serious mental illnesses or emotional/behavioral disorders, particularly through the Full Service Partnership Program. **Please see page 31 for a full report on the number and demographics of those served, along with specific outcomes and participant comments regarding their satisfaction and the impact of these programs on their wellbeing.**

#### System Development and Outreach/Engagement

The CSS General System Development and Outreach/Engagement target population children, youth, transitional age youth, adult, and older adult consumers who are:

- Diagnosed with a serious mental illness or serious emotional/behavioral disorder
- Participating or willing to participate in public mental health services
- Members of underserved populations including isolated Rural residents, Spanish-Speaking, Veterans, and LGBTQ
- Ideally full-scope Medi-Cal recipients (for maximum county reimbursement)
- Not a parolee or incarcerated

Strategies to support and serve these populations include the provision of:

- Outreach and engagement to connect those in need of public mental health services
- Crisis services including intervention/stabilization, family support/education, and other needs
- Clinical services including medication management, individual and group therapy, and skill building
- Case Management including assistance with transportation, medical access, and community integration
- Wellness and recovery groups, and peer support

#### Full Service Partnerships (FSP)

The Full Service Partner population includes children, youth, transitional age youth, adults and older adults who are determined to be at extremely high risk and:

- Diagnosed with a serious mental illness or serious emotional/behavioral disorder
- Experiencing a recent hospitalization or emergency intervention
- Currently homeless or at risk of homelessness
- Currently participating in public mental health services
- Willing to partner in the program
- Not a parolee or incarcerated

FSP strategies to support and serve these populations include the provision of the strategies above as well as:

- Personal Service Coordination including assistance with housing, transportation, medical access, education/employment opportunities, and social/community integration
- Additional services including Wellness Recovery Action Plan (WRAP) training/development, crisis intervention/stabilization, family support/education, and personal needs assessment
- Funds to cover non-mental health services and supports, which MAY include food, clothes, housing subsidies, utility assistance, cell phones, medical expenses, substance abuse treatment costs, and other expenses

## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

### Permanent Supportive Housing

Last year's MHSA Annual Update Community Input Survey explained that Amador County received \$517,348 in MHSA funds to develop Permanent Supportive Housing (this amount includes interest accrued). Since the amount was not sufficient for many small counties to purchase and operate a building for 20 years as required, it was noted that the state is returning these funds upon request and allowing counties to use these monies to support other housing initiatives for those with serious mental illness. Viable options were described. Respondents were then asked to provide input regarding how these funds should be expended by rating each option. It was also noted that funds could be used for multiple purposes based on stakeholder feedback. The following represents the responses received, which as shown, were fairly equally distributed:



- Limited-term housing assistance for FSP clients (up to 1 year, extended due to wraparound support)
  - 70% selected "Maybe So" or "Definitely Yes" regarding this option, the lowest rated
- Limited-term housing assistance for non FSP clients (up to 3 months, based on needs assessment)
  - 70% selected "Maybe So" or "Definitely Yes" regarding this option
- Move-in cost assistance for any client (i.e., first and last, security deposit, based on needs assessment)
  - 76% selected "Maybe So" or "Definitely Yes" regarding this option
- **Hotel/motel voucher or emergency assistance program for clients who need immediate shelter**
  - **80% selected "Maybe So" or "Definitely Yes" regarding this option, the highest rated**
- Contract w/ local agency to provide supportive housing program (i.e. agency finds housing, works w/ landlord & client, subsidizes rent)
  - 77% selected "Maybe So" or "Definitely Yes" regarding this option

**Based on this stakeholder feedback, Amador County is currently and continues to utilize their MHSA Housing Program funds over the next three years (FY 2015/16 to FY 2018/19) to fund a combination of Emergency Assistance and Move-In Assistance (with funding split 50/50 between the two options), with funding for a case manager to assist with housing acquisition, sustainability, budgeting, and connection to other resources (such as Smart Money classes).**

**Program Update:** In Summer 2015 a part-time Personal Services Coordinator-Housing was hired to assist in coordinating housing acquisition and provide related case management (i.e. landlord relations, etc.). With the assistance of a housing coordinator, clients and FSP partners are supported in the entire rental process with case management, follow-up and funding. Barriers continue to be very present in Amador County with regards to affordable housing for those on fixed incomes and finding units and available living spaces for our clients has been quite challenging. By utilizing the housing coordinator, we are truly able to address challenges on a client-by-client basis using creative methods to house those who are in need.

In FY15/16, 14 clients received MHSA housing funds. The funding was utilized as follows:

- Client #1: Hotel/Motel Voucher
- Client #2: Credit Check & Application Fee
- Client #3: Hotel/Motel Voucher, Rental Deposit, Assistance w/Utilities in Lieu of Rent
- Client #4: Hotel/Motel Voucher, Campsite-2 Weeks
- Client #5: Hotel/Motel Voucher, Rental Subsidies
- Client #6: Cleaning Service to Maintain Housing & Landlord Relationship
- Client #7: Rental Subsidies
- Client #8: Rental Deposit & Subsidies
- Client #9: Hotel/Motel Voucher
- Client #10: Credit Check Fee, Rental Deposit
- Client #11: Credit Check Fee
- Client #12: Rental Deposit & Subsidies
- Client #13: Rental Deposit & Subsidies

The housing program is constantly being developed as we learn new things and grow in our knowledge and relationships. Plans to incorporate SmartMoney classes for current and prospective tenants are currently being developed into our program. Viable options to utilize this money to effect more change for housing county-wide are also being explored.

## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

### CURRENTLY FUNDED PROGRAMS

ACBHS provides core services under CSS, including the Full Service Partnership Program and a component of the new Mobile Crisis Support Team. The department also contracts with several community partners to provide CSS programs including a Peer-Run Wellness Center, Consumer Advocacy/Primary Care Liaison services, as well as Outreach and Engagement to Families and Consumers.

Below is a description of each CSS program, the average numbers served for FY 2015/16 (as applicable), as well as the projected program costs, estimated unduplicated number of persons to be served, and approximate cost per person.

#### ACBHS Full Service Partnership Program

The Full Service Partnership program is the cornerstone of the CSS component and must represent at least 50% of CSS funding. This program is provided directly by ACBHS. Additional ACBHS services (staffing, transportation, emergency food or shelter) are also funded by CSS to provide a "safety-net" for those with Serious Mental Illness.

The ACBHS team includes Behavioral Health clinicians, counselors, case managers (or personal service coordinators), transportation drivers, support staff, and a quality improvement/management team. The program's focus is to provide an integrated system of care, including outreach and support, to children, youth, transitional age youth, adults and older adults seeking or receiving behavioral health care in Amador County. Its focus with the Full Service Partnership program is to provide a team approach to "wrap around" clients and their families. Staff do whatever it takes from a clinical perspective to ensure that consumers can stay in the community and out of costly psychiatric hospitals, incarcerations, group homes, and evictions. The focus is on community integration and contribution.

FY 16/17 Projected Annual Cost: \$60,000 | Increase in Cost from 15/16: \$0 | Average Increase in # Served: 51% | Avg FY 15/16 # Served: 69 | FY 16/17 Projected # to be Served: 50 | FY 16/17 Estimated Cost per Person: \$1,200

#### ACBHS Mobile Support Team

In previous years, Amador County has documented extensive feedback regarding the need for increased crisis stabilization and support (see previous Annual Updates under Capital Facilities & Technology, proposed Crisis Residential Services). Since it has been determined that a crisis residential program could not be implemented or sustained with existing MHSA funding, ACBHS has worked with stakeholders to identify alternative solutions to meet the needs of those with serious mental illness who are in crisis, de-escalating from a crisis, and/or being discharged from a hospital (either emergency or psychiatric) in order to prevent hospitalization or re-hospitalization (if at all possible).

To address this need, Amador County expanded their General System Development category of funding (under CSS) to include a Mobile Crisis Support Team. This team consists of a full-time Clinician, along with a full-time Consumer/ Family Advocate. The team is now equipped with a **new 4-wheel drive vehicle and laptop with mobile "hot spot"** for field intakes, assessments, and safety plans. The Consumer/Family Advocate is trained to provide individual Wellness Recovery Action Plans (WRAP), also in the field (i.e., a client's home).

The Crisis Coordinator will provide information to the Mobile Support Team regarding clients to be contacted by the team. This may include, but is not limited to the following:

- Follow up with clients who are seen in the local emergency room and do not meet the criteria for a 5150 hold, but mobile support services are part of the safety plan;
- Clients being discharged from an acute psychiatric facility;
- Clients that frequently access crisis services.

Goals of the Mobile Support Team include:

- Provide in-home supportive services within 7 days of discharge from an inpatient psychiatric facility;
- Provide supportive services following an evaluation and safety plan to provide additional support to help prevent hospitalization;
- Provide intake assessments in the field as appropriate to reduce barriers to accessing services;
- Provide Wellness Recovery Action Plan (WRAP); and
- Provide information regarding community resources and supports.

The Mobile Support Team will continue to follow up with clients as-needed. At each visit, the team will ensure the individual is promptly assessed for serious mental illness (to be seen by ACBHS) and will schedule first available appointments with a clinician and psychiatrist (and put on a priority list if needed). The team will also assess for Full



## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

Service Partnership eligibility and will assist with obtaining MHSA Housing Program funds for emergency housing or move-in assistance (see page 18) and other resources if needed.

FY 16/17 Projected Annual Cost: \$0.00 (*Clinical staffing costs based on expected Medi-Cal reimbursement are included in the overall CSS budget on page 28; costs for the added Consumer/Family Advocate are on listed below.*) | Increase in Cost from 15/16: \$0 | Average Increase in # Served: N/A—FY 15/16 was the first year this program was implemented, therefore, this data cannot be compiled. | Avg FY 15/16 # Served: 60 | FY 16/17 Projected # to be Served: 75 | FY 16/17 Estimated Cost per Person: \$0

### **Mental Health America (MHA) Sierra Wind Wellness Center**

Sierra Wind is a peer-led self-help center offering advocacy, support, benefits acquisition, culturally diverse support groups, training, and patient's rights advocacy. Sierra Wind provides weekly support groups, daily meals, linkage and navigation of services, and volunteer opportunities for all of its clients.

FY 16/17 Projected Annual Cost: \$365,000 | Increase in Cost from 15/16: \$60,000 | Average Increase in # Served: 51% | Avg FY 15/16 # Served: 589 | FY 16/17 Projected # to be Served: 600 | FY 16/17 Estimated Cost per Person: \$608

### **MHA Consumer and Family Advocates/Primary Care Liaison**

Mental Health America, the contractor for Sierra Wind Wellness Center, also provides two Consumer and Family Advocates, who are currently embedded within ACBHS to provide necessary representation and connections to resources on behalf of public mental health clients. The Advocates attend client meetings and serve on policy and program development teams to promote the concept of clients/families as partners in the treatment process. One of the two Advocates also serves as our ACBH Primary Care Liaison and coordinates and collaborates with primary care providers in Amador County to help bridge the gap between Primary Care and Behavioral Health services while assisting clients in obtaining primary health care. The other Advocate also serves as an essential partner on the Mobile Support Team (see page 19 for more information).

FY 16/17 Projected Annual Cost: \$130,000 | Increase in Cost from 15/16: \$0.00 | Average Increase in # Served: - % | Avg FY 15/16 # Served: 150 | FY 16/17 Projected # to be Served: 200 | FY 16/17 Estimated Cost per Person: \$650

### **NAMI Education & Support Groups**

NAMI is the nation's largest grassroots mental health organization dedicated to building better lives for the millions of Americans affected by mental illness. NAMI advocates for access to services, treatment, supports and research and is steadfast in its commitment to raising awareness and building a community of hope for all of those in need. For this project, NAMI provides outreach, engagement, and education for ACBHS as well as education and support to the community in the form of 4 support groups: Family Support, Family to Family, Peer to Peer, and Connections Recovery.

FY 16/17 Projected Annual Cost: \$38,000 | Increase in Cost from 15/16: \$6,000 | Average Increase in # Served: - % | Avg FY 15/16 # Served: 138 | FY 16/17 Projected # to be Served: 75 | FY 16/17 Estimated Cost per Person: \$506

## **Prevention and Early Intervention (PEI)**

The Prevention and Early Intervention (PEI) component of the MHSA plan focuses on programs for individuals across the life span prior to the onset of a serious emotional/behavioral disorder or mental illness. Prevention includes programs provided prior to a diagnosis for a mental illness. Early Intervention includes programs that improve a mental health problem very early (thus avoiding the need for more extensive treatment) or that prevent a problem from getting worse.

ACBHS is focusing on the following PEI populations:

- Youth & Transition Age Youth
- Children & Families
- Latino Community
- Older Adults/Grandparents



## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

### CURRENTLY FUNDED PROGRAMS

ACBHS is currently funding a host of PEI programs to serve those in the community across all ages and circumstances. Through contracted partnerships with ACBHS, First 5 Amador provides Behavioral Consultation for toddlers and very young children; Nexus Youth and Family Services provides additional services to children, youth and families through Outreach and Engagement, the Building Blocks Program, and the Youth Empowerment Program/Project SUCCESS; Nexus is also serving our Latino Community through Promotores de Salud; The Resource Connection is helping grandparents who are raising their grandchildren through respite and support services; and the Amador Senior Center continues to expand their Senior Peer Program using MHSA PEI funds. A new program was recently added for FY16/17 for Labyrinth Stress Reduction and LGBTQ Support Groups. This new program was part of an Innovations plan, which expired June 30, 2016. In an effort to continue the successes of the Innovations plan and to sustain these services in Amador County, this new program was developed with NorCal Mental Health America to ensure these stakeholder-identified services continue on. Below is a description of each service, the numbers served for FY 2015/16, program adjustments for FY 2016/17, as well as the projected program costs, number of persons to be served, and approximate cost per person.

#### **Labyrinth Stress Reduction Project & LGBTQ Support Groups (NEW PROGRAM)**

From 2014-16, Amador County Behavioral Health Services funded an Innovations Project through NorCal Mental Health America. During this time, thousands of residents of Amador County participated in Wellness Day activities, stress reduction support groups and trainings, and demographic data collection activities. These efforts culminated in the recent formation of a new walking labyrinth project aimed at increasing access to timely services and reducing isolation and risk factors for individuals living in rural communities within Amador County. As a result of the strong community engagement and subsequent cessation of the Innovation phase of MHSA funding for this project, NorCal MHA will continue these successful efforts by continuing community labyrinth walks and outreach events through the Prevention and Early Intervention (PEI) component of MHSA. Additionally, NorCal MHA shall continue its monthly LGBTQ support groups for TAY, adult, older adults and family members; thereby increasing natural supports for LGBTQ communities in Amador County while also improving access to timely behavioral health services as needed.

FY 16/17 Projected Annual Cost: \$70,000 | Increase in Cost from 15/16: \$-- | Average Increase in # Served: - % | Avg FY 15/16# Served: --- | FY 16/17 Projected # to be Served: 100 | FY 16/17 Estimated Cost per Person: \$700

#### **First 5 Behavioral Consultation**

First 5 Amador provides high quality mental health consultation, treatment, and socialization classes, as well as education to child care providers, teachers, families and children in order to reduce the number of youth who are removed from child care setting and to improve family functioning.

FY 16/17 Projected Annual Cost: \$33,000 | Increase in Cost from 15/16: \$0.00 | Average Increase in # Served: - % | Avg FY 15/16 # Served: 52 | FY 16/17 Projected # to be Served: 75 | FY 16/17 Estimated Cost per Person: \$440

#### **Nexus Family Resource Center Outreach & Engagement**

This program provides outreach, education, and support intervention services to Spanish-speaking and isolated consumers and their families. The program also provides mental health and wellness education workshops for the community. The program offers consumer-centered case management and family advocate support services to help consumers identify mental and physical health issues and service needs. Staff then provide referrals to resources and assist consumers with the beginning steps of an individualized care plan.

FY 16/17 Projected Annual Cost: \$140,000 | Increase in Cost from 15/16: \$5,000 | Average Increase in # Served: 50% | Avg FY 15/16 # Served: 600 | FY 16/17 Projected # to be Served: 615 | FY 16/17 Estimated Cost per Person: \$325

#### **Nexus Building Blocks of Resiliency (PCIT & ART)**

The Building Blocks program offers Parent-Child Interaction Therapy (PCIT) to help create stronger and healthier families with positive relationships. PCIT is designed to improve family functioning, resiliency, and cohesion as parents receive one-on-one coaching in "real time" to acquire skills and tools to improve the quality of the parent-child relationship. The program also offers Aggression Replacement Training (ART) to help increase resiliency in children and teens and to develop a skill set for responding to challenging situations with social learning and cognitive behavioral strategies.

FY 16/17 Projected Annual Cost: \$40,000 | Increase in Cost from 15/16: \$0.00 | Average Increase in # Served: 28% | Avg FY 15/16 # Served: 154 | FY 16/17 Projected # to be Served: 160 | FY 16/17 Estimated Cost per Person: \$250

## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

### **Nexus Youth Empowerment Program / Project SUCCESS**

This program is based on the Project SUCCESS model, a SAMHSA-recommended, research-based approach that uses interventions proven effective in reducing risk factors and enhancing protective factors. Current components include:

- Prevention Education Series: An eight-session Alcohol, Tobacco, and Other Drug prevention program conducted by the Project SUCCESS Counselor (**funded through the ACBHS Substance Abuse Program**).
- Mental Health First Aid for Youth: a 12-hour course to help youth and those who work with youth to better understand and respond to mental illness (**funded through PEI**).
- Individual and Group Counseling: Project SUCCESS Counselors conduct time limited individual sessions and/or group counseling at school to students following participation in the Prevention Education Series and an individual assessment (**offered through the Building Blocks of Resiliency Aggression Replacement Training**).
- Referral & Coordination of Services: Students and parents who require treatment, more intensive counseling, or other services are provided support and referred to appropriate agencies or practitioners in the community by their Project SUCCESS counselors (**funded through PEI**).

FY 16/17 Projected Annual Cost: \$46,000 | Increase in Cost from 15/16: \$3,000 | Average Increase in # Served: 12% | Avg FY 15/16 # Served: 420 | FY 16/17 Projected # to be Served: 425 | FY 16/17 Estimated Cost per Person: \$108

### **Nexus Promotores de Salud**

The Promotores de Salud is a Latino Peer-to-Peer program that utilizes Spanish-speaking Hispanic/Latino community members to reach out to other historically underserved Spanish-speaking Hispanic/Latino and linguistically isolated community members. The goal of this program is to promote mental health, overall wellness, and ultimately increase access to services. Promotoras conduct educational presentations and outreach activities and help overcome barriers such as transportation, culture, language, stigma, and mistrust.

FY 16/17 Projected Annual Cost: \$34,000 | Increase in Cost from 15/16: \$2,000 | Average Increase in # Served: 7% | Avg FY 15/16 # Served: 112 | FY 16/17 Projected # to be Served: 115 | FY 16/17 Estimated Cost per Person: \$295

### **The Resource Connection Grandparents Program**

This program provides respite care for grandparents raising their grandchildren. Grandparents are eligible to receive up to 16 hours of care per month for their grandchildren in a licensed child care facility. The program also provides a training/support group four times per year and mails additional resources to all who apply for services.

FY 16/17 Projected Annual Cost: \$32,000 | Increase in Cost from 15/16: \$0.00 | Average Increase in # Served: --% | Avg FY 15/16 # Served: 48 | FY 16/17 Projected # to be Served: 35 | FY 16/17 Estimated Cost per Person: \$900



### **Isolated Seniors Project**

ACBHS contracts with the Amador County Senior Center to expand the scope and/or outreach of their efforts to support the mental health and wellbeing of isolated older adults. ACBHS currently provides marketing funds to advertise and stipends to expand a Senior Peer Program serving Amador County. The marketing funds for the Senior Peer program are intended to advertise services, solicit new volunteers, and to provide training for existing volunteers.

FY 16/17 Projected Annual Cost: \$12,000 | Increase in Cost from 15/16: \$0.00

## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

### Innovation (INN)

The purpose of the Innovation (INN) component is to learn from a new practice and see if it increases access and/or improves services or collaboration in the community. Programs funded under INN are meant to be time-limited projects. If the program is viable and sustainable through other funding sources, then the county departments have the option to adopt the service and/or practice permanently.

As stated above, Innovations funding is time-limited. Therefore, FY15/16 was the last year for the two projects, Self-Management Techniques and Increasing Access to Mental Health Services for Isolated Communities were funded. Effective 7/1/16, the successes of these Innovations projects were rolled into a PEI contract through NorCal MHA (see page 21 for more information.)

During the Community Program Planning Process for this Annual Update, ACBHS proposed two new Innovations projects. They are explained below:



1. The following project was presented in the Annual Update Community Survey and discussed at various meetings in the community. It was proposed that ACBHS would pilot a youth AOD treatment program with an added therapeutic element by treating co-occurring disorders at the same time. The plan would be to use the Matrix program, which is evidenced based on CBT (Cognitive Behavioral Therapy) techniques, to see if positive outcomes for our co-occurring Transitional Age Youth (TAY) population increase. Ideally, a team would be developed consisting of one MH Clinician and one AOD Counselor to co-facilitate these matrix groups for the TAY population, in order to determine if it will improve both TAY's MH and Substance Abuse outcomes. A second part of this proposal, which was included in the community survey, sought input of having a contracted evaluator to come into ACBHS and assist in the design of this project as well as assisting with data collection and measuring outcomes. Stakeholders supported both pieces of this Innovations project with an average of 49% responding with 'Maybe So' and/or 'Definitely Yes'. Only 7% of respondents indicated that this project should 'Definitely Not' be pursued.

FY 16/17 Projected Annual Cost: \$287,677 (This cost includes a portion of the AOD staff time and evaluation services. Some Medi-cal reimbursement is anticipated to recoup costs of the services provided.) | Increase in Cost from 15/16: \$--- | Average Increase in # Served: N/A | Avg FY 15/16 # Served: N/A | FY 16/17 Projected # to be Served: TBD | FY 16/17 Estimated Cost per Person: \$---

2. Another, second Innovations proposal has also been discussed during the Community Program Planning Process. This idea was originally presented at the MHSA/Cultural Competency Steering Committee Meeting in June and discussed again at the same meeting in September. The project idea is to partner with the Amador MACT Clinic and First 5 Amador to not only support a clinician but to also coordinate with other community partners/stakeholders to provide prevention and early intervention services to all pregnant women (Natives and non-Natives) who are patients of the MACT clinic:
  - Individual Counseling Sessions: An initial appointment at the onset of pregnancy and once every trimester during pregnancy (minimum). One post-partum visit(s) and additional follow up as necessary.
  - Clinic Coordination: MACT and Sutter Amador to coordinate so that all MACT patients receiving pregnancy services through Sutter Amador are included in the project.
  - 1x1 and/or Parenting Groups: Weekly groups with emphasis on neurodevelopment of fetus, self-care and preparation of parenting curriculum.
  - Post-Partum: Initial post-partum evaluation to be conducted by clinician.
  - Incorporation of early intervention screening tools for infants--Ages and Stages/Ages and Stages-Social Emotional Screening for Infants

## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

- Cultural Components: Outreach and education about mental health along with incorporating traditional healers/elders to merge.

The goals and expected outcomes of this second Innovations project would be to:

- Reduce mental health stigma among Native Americans in our community;
- Create approaches to prevent severe mental health problems amongst pregnant women and children;
- Maximize primary care clinic's ability to touch patients early in life and during pregnancy;
- Incorporate screening tools and implementing the use of these tools early in child's life (i.e. Ages and Stages/Ages and Stages-Social Emotional screenings). Important for babies born to Mothers who have experienced Perinatal Mood and Anxiety Disorders or other Mental Health challenges;
- Create an integrated health approach which would increase collaboration amongst community partners and stakeholders to identify PMAD disorders early on in pregnancy and/or post-partum.

This project idea was presented by Alex Abarca, LCSW, Director of Behavioral Health, MACT Healthboard at the June 14, 2016 MHSA/Cultural Competency Steering Committee Meeting. This topic was also discussed again at the September 1, 2016 MHSA/Cultural Competency Committee Meeting. Feedback from stakeholders was positive and it was noted that this project is 'exciting' and 'a great way to reduce stigma.'

FY 16/17 Projected Annual Cost: 150,000 | Increase in Cost from 15/16: \$--- | Average Increase in # Served: N/A | Avg FY 15/16 # Served: N/A | FY 16/17 Projected # to be Served: TBD | FY 16/17 Estimated Cost per Person: \$---

## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

### Workforce Education and Training (WET)



The MHSA Workforce Education and Training (WET) component provides funding to remedy the shortage of staff available to address serious mental illness and to promote the employability of consumers. This funding is time limited and must be expended within 10 years (by FY 2017/18). WET is intended to address these five categories:

- Workforce Staffing Support
- Training and Technical Assistance
- Mental Health Career Pathway Programs
- Residency and Internship Programs
- Financial Incentive Programs

#### CURRENTLY FUNDED PROGRAMS

##### Staffing Support

Workforce staffing support is a required element of each county's Workforce Education & Training Plan. This function is performed by the MHSA Programs Coordinator. The person who currently holds this position is a family member of a consumer and recognizes the importance of client and family member inclusion in the workforce. Responsibilities also include assisting staff with work-related education and training goals, tracking mental health workforce trends, identifying local needs, and representing the department at regional and statewide meetings.

##### Staff & Community Training

Staff training will continue to be enhanced in FY 2016/17 by the Relias Online Learning Management System, which adds over 420 courses of readily available curriculum, with CEUs at no additional cost. Relias covers training on all MHSA target populations, current therapeutic interventions, as well as the MHSA essential elements. Monthly staff meetings, individual off-site training, and community events also provide learning opportunities. Additional training opportunities for FY2016/17 include a series of FRED (Foothill Regional Educational Discussions) Talks in Spring 2017 which will focus on Mental Health topics. These talks will be free and open to ACBHS staff as well as community members. Community providers will also be provided Cultural Competency trainings which will be scheduled for the early part of 2017. During this year's Community Planning Process, community providers identified trainings they would like to have provided such as Bridges Out of Poverty and Applied Suicide Intervention Skills Training ASIST. When these trainings are offered they will be available to both staff and community partners. In past years, training topics have included Cultural Competency, Consumer/Family Culture, and Use of Translators. Topics for FY 2015/16 included Postpartum Depression, Mindful Workforce 101 Staff Training, Stigma Reduction and Cultural Competency. A mandatory law and ethics training is also provided each year. In addition, MHSA continues to rent space from the Health and Human Services Building for a MHSA Training Center to provide free training in Mental Health First Aid, Applied Suicide Intervention Skills Training (ASIST), and more.

##### Career Pathway Program

Amador College Connect (aka ACCF) currently partners with Coastline Community College to offer Amador County residents certificate and associate degree programs, completely online. One of the programs Coastline offers is an 18-unit Human Services certificate. This is the ideal entry level certificate to begin employment with ACBHS, typically as a Personal Service Coordinator. To support consumers, family members, and ANYONE who would like to work in public mental health, ACBHS is partnering with Amador College Connect to promote this certificate and to provide additional supports as needed.

##### Internship Opportunities

ACBHS continues to offer Masters in Social Work and Marriage and Family Therapist Interns opportunities to earn their hours toward licensure within the department. Students needing practicum hours to graduate are also extended opportunities for needed experience as capacity allows. A roving supervisor has been contracted through the Central Region WET Partnership and visits Amador weekly to support all interns and practicum students. Part of the 18-unit Human Services certificate noted above also requires an internship. ACBHS will continue to partner with Amador College Connect to facilitate these internships as well, either within the department, at Sierra Wind, or with another community partner.

## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

### **Tuition Assistance**

ACBHS is creating a menu of options for consumers, family members, staff, and the public to assist with tuition. To fully support the partnership with Amador College Connect and to ensure the success of the students seeking the Human Services certificate, ACBHS is dedicating \$22,000 in scholarship funds for those with a financial need. For staff seeking to advance their careers in public mental health, ACBHS will assist in identifying which of the several loan assumption programs are most appropriate, including the MHSA-funded Mental Health Loan Assumption Program, which provides Bachelor or Masters level graduates who are in "hard to fill" positions up to \$10,000 in funding for a one-year service commitment.

***FY 2016/17 Program Cost:*** \$45,000 | Estimated Unduplicated # of Persons to be Served: 150 | Cost per Person: \$300

## ANNUAL UPDATE ON MHSA ACHIEVEMENTS & OUTCOMES

### Capital Facilities and Technology (CFT)

Capital Facilities and Technology (CFT) supports infrastructure associated with the growth of the public mental health system, software mandates related to Electronic Health Records (EHR), and other technological needs. Capital Facilities funding is limited to the purchase and/or rehabilitation of county-owned facilities used for mental health treatment and services and/or administration. Funding for Technology may cover expenditures including the purchase of electronic billing and records software, computers for staff or consumers, and other software or hardware. This funding is time limited and must be expended within 10 years (by FY 2017/18).



#### CURRENTLY FUNDED PROGRAMS

The department continues to explore Capital Facilities funding options, but does not currently have a viable plan in place and there are no immediate plans for development. ACBHS has the option to dedicate additional funds to CFT or may continue to reserve its Capital Facilities funds for a future project. Technology funds have been dedicated to the department's Electronic Billing and Records System.

#### Capital Facilities

In previous years, stakeholders have expressed interest in using MHSA Capital Facilities dollars to fund a Crisis Residential (CRT) project. During Fall of 2014, ACBHS met with Turning Point, an organization with extensive expertise in this area, to discuss the viability of a CRT program in Amador. Their initial estimate for a 6-8 unit project was \$1.2M annually, which is similar to the budget for other programs in the area (Merced, Yolo, and Sacramento). The bulk of the costs were attributed to building maintenance and utilities, 24/7 staffing (including high psychiatric costs), medications, and liability coverage. Challenges faced by other counties included lack of steady residents and a lack reimbursement for those not covered by Medi-Cal (typically a high percentage). Other options were suggested by Turning Point, other experts, and stakeholders, including Mobile Crisis/Mobile Stabilization projects in conjunction with housing subsidies (**both options are now being pursued; see page 18 & 19**). ACBHS had also looked into funding a CRT with additional county partners to offset costs; however, the few potential partners who initially showed interest eventually backed out.

Since the cost of the CRT project cannot be sustained with existing funding, other Capital Facility options will continue to be explored including the rehabilitation of existing space to provide crisis or other support services to those with serious mental illnesses in the community.

#### Electronic Billing and Records System

ACBHS is contracted with the Kings View Behavioral Health to provide the department with the Anasazi System. The partnership between Kings View and Anasazi is the key to successful helpdesk services, cost reports, updates, and other services and supports. Electronic Health Records (EHRs) are required and/or essential for Health Care Reform, HIPAA transactions, billing requirements, and the changes that are going on within the State of California.

**Program Modification:** In order to continue to meet federal and state requirements for access and portability of Electronic Health Records under the HIPAA and HITECH laws, additional upgrades are needed to the county's existing Anasazi Billing and Records system. In 2014, Anasazi was bought out by Cerner, who has been steadily offering add-ons that will enable the county to work toward improved continuity of care. With the addition of a "Ultra-Sensitive Exchange," ACBHS will be able to add on a client portal to provide consumers online access to their EHR, provide electronic transmission of lab requests, secure messaging within the clinic, allow clients to access a list of medications, and secure transmission of records to and from providers outside of the ACBHS clinic for true continuity of care. Initially, this upgrade will be \$25,000 and additional add-ons are expected to be approximately \$75,000 over the next fiscal year.

**FY 2016/17 Program Cost:** \$100,000 | Estimated Unduplicated # of Persons to be Served: N/A | Cost per Person: N/A



# MHSA PROJECTED BUDGET

## FY 16/17 Budget

### FY 2016/17 Mental Health Services Act Annual Update Funding Summary

County: Amador

Date: 7/21/16

	MHSA Funding					
	A	B	C	D	E	F
	Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
<b>A. Estimated FY 2016/17 Funding</b>						
1. Estimated Unspent Funds from Prior Fiscal Years	1,408,906	187,926	351,901	199,192	349,596	
2. Estimated New FY 2016/17 Funding	2,465,456	305,430	145,246			
3. Transfer in FY 2016/17 <sup>a/</sup>	(450,503)					450,503
4. Access Local Prudent Reserve in FY 2016/17						0
5. Estimated Available Funding for FY 2016/17	3,423,859	493,356	497,147	199,192	349,596	
<b>B. Estimated FY 2016/17 MHSA Expenditures</b>	2,716,288	422,500	453,084	45,000	100,000	
<b>G. Estimated FY 2016/17 Unspent Fund Balance</b>	707,571	70,856	44,063	154,192	249,596	

H. Estimated Local Prudent Reserve Balance	
1. Estimated Local Prudent Reserve Balance on June 30, 2016	649,150
2. Contributions to the Local Prudent Reserve in FY 2016/17	450,503
3. Distributions from the Local Prudent Reserve in FY 2016/17	0
4. Estimated Local Prudent Reserve Balance on June 30, 2017	1,099,653

a/ Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

## MHSA PROJECTED BUDGET

	Fiscal Year 2016/17					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
<b>FSP Programs</b>						
1. Integrated FSP Flex Funds	60,000	60,000				
2. FSP Staffing Costs	918,360	918,360	91,836			
<b>Non-FSP Programs</b>						
1. Mobile Crisis Support Team (incl staff)	83,923	83,923	8,392			
2. Sierra Wind Wellness Center	365,000	365,000				
3. Cons & Fam Adv / Prim Care Liaisons	130,000	130,000				
4. NAMI Ed & Support Groups	38,000	38,000				
<b>CSS Administration</b>	611,187	611,187				
<b>CSS MHSA Housing Program Assigned Funds</b>	509,818	509,818				
<b>Total CSS Program Estimated Expenditures</b>	2,716,288	2,716,288	100,228	0	0	0
<b>FSP Programs as Percent of Total</b>	45.0%					

### FY 2016/17 Mental Health Services Act Annual Update Prevention and Early Intervention (PEI) Funding

County: Amador

Date: 7/21/16

	Fiscal Year 2016/17					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
<b>PEI Programs - Prevention</b>						
1. Nexus YEP / Project SUCCESS	46,000	46,000				
2. Nexus Promotores de Salud	34,000	34,000				
3. TRC Grandparents Program	32,000	32,000				
3. Nexus Family Resource Centers	70,000	70,000				
4. Labyrinth Stress Reduction & LGBTQ	35,000	35,000				
<b>PEI Programs - Early Intervention</b>						
4. Nexus Family Resource Centers	70,000	70,000				
5. First 5 Behavioral Consultation	33,000	33,000				
6. Nexus Building Blocks	40,000	40,000				
7. Senior Peer Program	12,000	12,000				
8. Labyrinth Stress Reduction & LGBTQ	35,000	35,000				
<b>PEI Administration</b>	15,500	15,500				
<b>PEI Assigned Funds</b>	0					
<b>Total PEI Program Estimated Expenditures</b>	422,500	422,500	0	0	0	0

## MHSA PROJECTED BUDGET

### FY 2016/17 Mental Health Services Act Annual Update Innovations (INN) Funding

 County: Amador

 Date: 7/21/16

	Fiscal Year 2016/17					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
<b>INN Programs</b>						
1. Co-Occuring Group for TAY	287,677	287,677	28,767			
2. Community Partnership-Prenatal & Early Intervention	150,000	150,000				
<b>INN Administration</b>	15,407	15,407				
<b>Total INN Program Estimated Expenditures</b>	453,084	453,084	28,767	0	0	0

### FY 2016/17 Mental Health Services Act Annual Update Workforce, Education and Training (WET) Funding

 County: Amador

 Date: 7/21/16

	Fiscal Year 2016/17					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
<b>WET Programs</b>						
1. Staffing Support	11,000	11,000				
2. Staff & Community Training	10,000	10,000				
3. Career Pathway Program	2,000	2,000				
4. Internship Opportunities	0	0				
5. Tuition Assistance	22,000	22,000				
<b>WET Administration</b>	0	0				
<b>Total WET Program Estimated Expenditures</b>	45,000	45,000	0	0	0	0

### FY 2016/17 Mental Health Services Act Annual Update Capital Facilities/Technological Needs (CFTN) Funding

 County: Amador

 Date: 7/21/16

	Fiscal Year 2016/17					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
<b>CFTN Programs - Capital Facilities Projects</b>						
1. None at this time	0					
<b>CFTN Programs - Technological Needs Projects</b>						
1. Anazazi	100,000	100,000				
<b>CFTN Administration</b>	0					
<b>Total CFTN Program Estimated Expenditures</b>	100,000	100,000	0	0	0	0

# MHSA ANNUAL UPDATE ATTACHMENTS

## FY 16/17 Annual Update Attachments

### Program Statistics and Participant Wellbeing Outcomes

Each quarter, MHSA program partners are asked to fill out surveys regarding those they serve to ensure their program is adequately serving the populations identified by the community as being in greatest need of mental health prevention and intervention services. In addition, participants are asked to fill out a voluntary survey to determine the basic participant demographics, participant satisfaction with the program, and specifically how the program impacted their emotional well-being. The following are responses for all Amador County MHSA-funded programs from FY 2015/16:

#### Amador County Full Service Partnerships (CSS)

Average Participants in FY 2013/14: 40  
 Average in FY 2014/15: 48  
 Average in FY 2015/16: 52

Male: 23	African American: 2	Homeless: 5
Female: 29	Asian American: 0	Veterans: 0
Children (Age 0-5): 0	Caucasian: 44	LGBT: 2
Youth (6-15): 9	Latino/ Hispanic: 6	Probationers: 2
TAY: 9	Native American: 0	
Adults: 30	Multi Race/ Eth.: 0	
Older Adults: 6	Other/ Unknown: 2	

#### Participant Feedback:

- 80% are continuing their program
- 100% would recommend the program to others
- 100% agreed the program improved their emotional wellbeing
- **Psychiatric hospitalizations were reduced by 20% after participation**
- **80% reported 'feeling optimistic about the future' after participating in the FSP program**
- **80% also reported feeling 'useful' and 'able to make up my own mind about things' after participation**

#### Added comments:

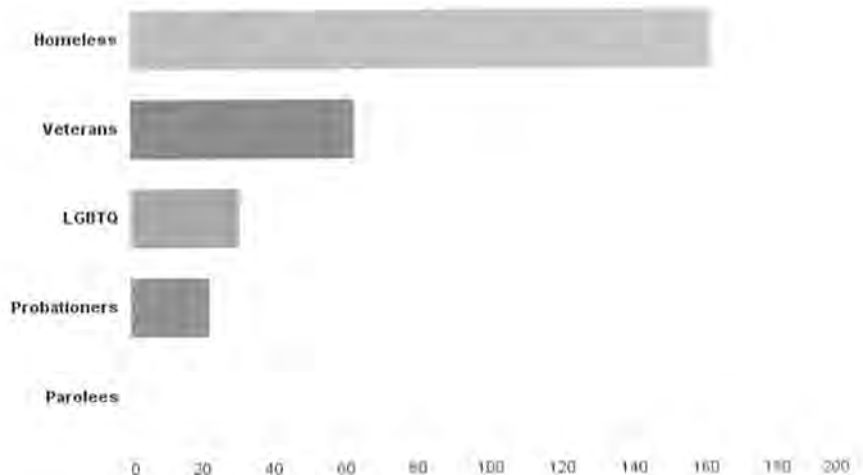
- "This program is a wonderful help that gives the tools I need to be successful."

#### NorCal MHA Sierra Wind Wellness & Recovery Center (CSS)

Average Participants in FY 2013/14:  
 Average in FY 2014/15: 390  
 Average in FY 2015/16: 589

Referrals: 143	African American: 3
Children: 10	Asian American: 3
Teens: 5	Caucasian: 327
TAY: 17	Latino/ Hispanic: 17
Adults: 323	Native American: 17
Older Adults: 23	Multi Race/ Eth.: 6
	Other/ Unknown: 6

Homeless: 162  
 Veterans: 63  
 LGBT: 31  
 Probationers: 0



#### Participant Feedback

- 96% are continuing their program
- 100% would recommend the program to others
- 99% agreed the program improved their emotional wellbeing
- **99% felt cheerful and were interested in new things "Often" or "All of the Time" after participation**
- **Over 90% were feeling confident and dealing with problems well "Often" or "All of the Time" after participation**

## MHSA ANNUAL UPDATE ATTACHMENTS

**Added comments:**

- "The Wellness Center has helped my mom and me in many ways. Thank you."
- "I am very grateful to have a positive place to grow in recovery."
- "Sierra Wind changed my life for the better and has gotten me emotionally balanced more than I am used too. I have made positive changes."
- "Peer support is vital to my recovery and wellness."
- "I feel safe, comfortable, trusted."
- "This is the best place for help. Genuinely caring people."
- "This place saved my life."
- "They got me off the streets, kept me fed and clothed. Thank you."

**NorCal MHA Client/Family Advocate & Primary Care Liaison (CSS)**

Average Participants in FY 2013/14: 154  
 Average in FY 2014/15: 122  
 Average in FY 2015/16: 150

Referrals: -	African American: 1
	Asian American: 0
Children: 0	Caucasian: 97
Teens: 0	Latino/ Hispanic: 1
TAY: 15	Native American: 1
Adults: 75	Multi Race/ Eth.: 0
Older Adults: 10	Other/ Unknown: 0

Homeless: 4  
 Veterans: 1  
 LGBT: 7  
 Probationers: 0

**NAMI Family/Client Education & Support (CSS)**

Average Participants in FY 2013/14: 45  
 Average in FY 2014/15: 44  
 Average in FY 2015/16: 138

Referrals: 20	African American: 1
	Asian American: 1
Children: 0	Caucasian: 44
Teens: 60	Latino/ Hispanic: 3
TAY: 2	Native American: 3
Adults: 35	Multi Race/ Eth.: 3
Older Adults: 41	Other/ Unknown: 26

Homeless: 5  
 Veterans: 5  
 LGBT: 2  
 Probationers: 6



**Participant Feedback**

- 87% are continuing their program
- 100% would recommend the program to others
- 99% agreed the program improved their emotional wellbeing
- **61% felt able to make up their own mind about things "Often" or "All of the Time" after participation**
- **Over half** were feeling loved and thinking clearly "Often" or "All of the Time" after participation

## MHSA ANNUAL UPDATE ATTACHMENTS

### Added comments:

- "I'm very thankful how supportive everyone in NAMI is."
- "I feel these groups help with everyday life. Without them I would be lost."
- "This group is very supportive and I feel good here."
- "Helped to manage situation with family member; very encouraging & supportive Facilitators provide effective, reliable tools that I could use & feedback from week to week."
- "Family to Family is well-designed and practical."
- "I get a lot of input and support in the connections group."
- "Safe, supportive, kind, empathetic, non-judgmental, uplifting, motivational. I could go on and on! Fabulous group and wonderful facilitators."
- "Great group and information regarding mental illness."
- "Helpful with my family member with mental illness. Very educational."
- "It feels great to come to these classes."
- "Learned how to cope with my family member's illness."

### First 5 Behavioral Consultation & Support (PEI)

Average Participants in FY 2013/14: 92

Average in FY 2014/15: 47

Average in FY 2015/16: 52

Referrals: -

African American: 0

Asian American: 0

Children: 35

Caucasian: 20

Teens: 0

Latino/ Hispanic: 3

TAY: 0

Native American: 0

Adults: 13

Multi Race/ Eth.: 0

Older Adults: 4

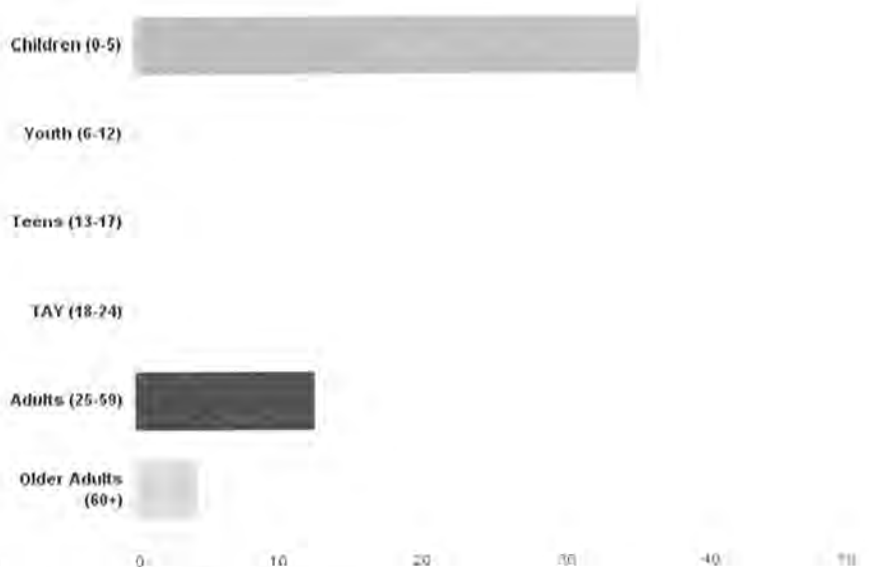
Other/ Unknown: 4

Homeless: 1

Veterans: 0

LGBT: 0

Probationers: 0



### Participant Feedback

- 17% are continuing their program
- 100% would recommend the program
- 100% agreed the program improved their emotional wellbeing
- **Over 80% said they and/or their child felt optimistic about the future, were feeling useful, relaxed, had energy to spare, have been dealing with problems well, thinking clearly and able to make up their own minds about things "All of the Time" after participation**
- **100% reported that they and/or their child felt interested in other people "All of the Time" after participatio**

## MHSA ANNUAL UPDATE ATTACHMENTS

### Nexus Community Outreach Family Resource Centers (PEI)

Average Participants in FY 2013/14:  
 Average in FY 2014/15: 126  
 Average in FY2015/16: 600

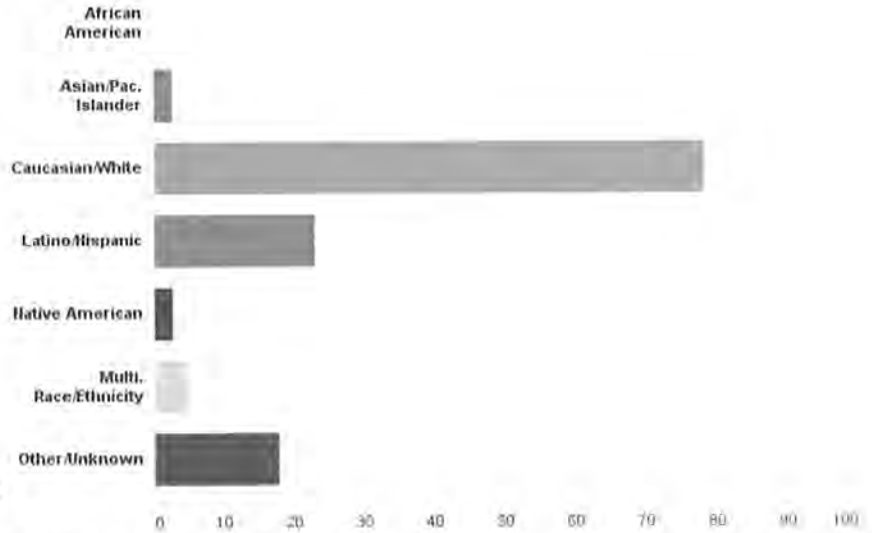
Referrals: 237

Children: 0  
 Teens: 40  
 TAY: 113

Adults: 397  
 Older Adults: 57

Homeless: 14  
 Veterans: 36  
 LGBT: 13  
 Probationers: 6

African American: 0  
 Asian American: 14  
 Caucasian: 392  
 Latino/ Hispanic: 115  
 Native American: 14  
 Multi Race/ Eth.: 19  
 Other/ Unknown: 53



### Participant Feedback

Number of Wellbeing Survey Respondents: 60

- 80% are continuing their program
- 100% would recommend the program to others
- 98% agreed the program improved their emotional wellbeing
- **Over 80% felt able to make up their own mind about things and had interest in new things “Often” or “All of the Time” after participation**
- **Over 75% were feeling cheerful, confident, loved, useful and were thinking clearly “Often” or “All of the Time” after participation**

Added comments:

- “I think it is really great for people around here.”
- “Amazing amount of information and materials. Knowledge is power.”
- “All are great!”
- “Program very informative and clear cut.”
- “[Trainer] is a great presenter. Lots of great info.”
- “Great information, given time to discuss.”

### Nexus Building Blocks PCIT & ART Programs (PEI)

Average Participants in FY 2013/14: 60  
 Average in FY 2014/15: 53  
 Average in FY 2015/16: 154

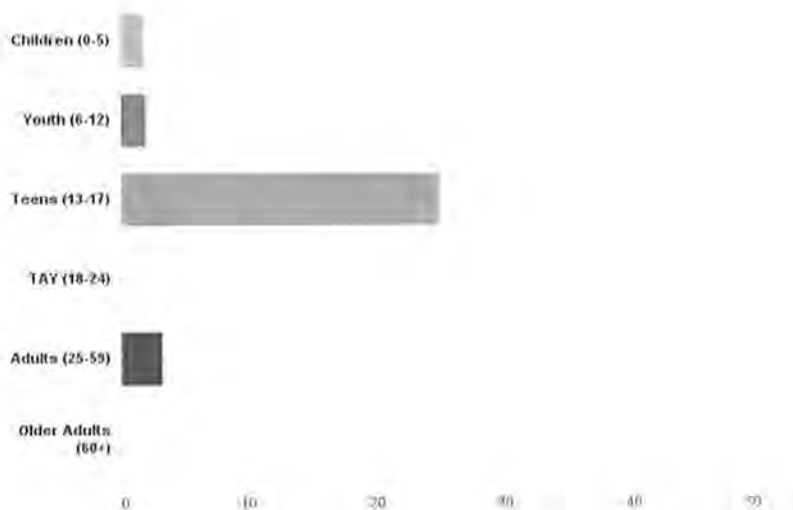
Referrals: 44

Children: 17  
 Teens: 124  
 TAY: 0

Adults: 13  
 Older Adults: 0

Homeless: 0  
 Veterans: 0  
 LGBT: 0  
 Probationers: 0

African American: 0  
 Asian American: 0  
 Caucasian: 33  
 Latino/ Hispanic: 2  
 Native American: 0  
 Multi Race/ Eth.: 0  
 Other/ Unknown: 0



## MHSA ANNUAL UPDATE ATTACHMENTS

### Nexus Youth Empowerment Program/Project Success (PEI)

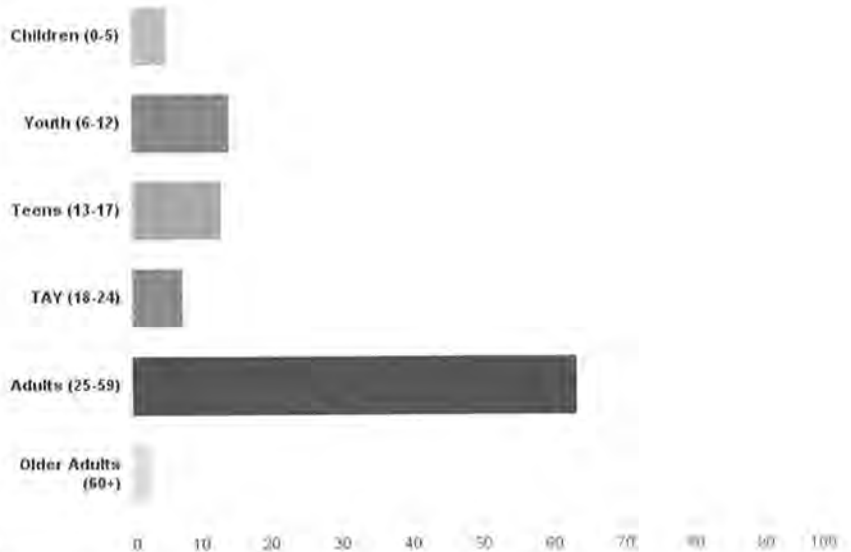
Average Participants in FY 2013/14: 379  
 Average in FY 2014/15: 282  
 Average in FY 2015/16: 420

Referrals: 11	African American: 0	Homeless: 0
Children: 0	Asian American: 0	Veterans: 0
Teens: 0	Caucasian: 0	LGBT: 0
TAY: 0	Latino/ Hispanic: 0	Probationers: 0
Adults: 0	Native American: 0	
Older Adults: 0	Multi Race/ Eth.: 0	
	Other/ Unknown: 420	

### Nexus Promotores de Salud Program (PEI)

Average Participants in FY 2013/14:  
 Average in FY 2014/15: 105  
 Average in FY 2015/16: 112

Referrals: 18	African American: 0
Children: 0	Asian American: 0
Teens: 19	Caucasian: 0
TAY: 16	Latino/ Hispanic: 112
Adults: 73	Native American: 0
Older Adults: 14	Multi Race/ Eth.: 0
	Other/ Unknown: 0



Homeless: 0  
 Veterans: 0  
 LGBT: 3  
 Probationers: 2

#### Participant Feedback

- 88% are continuing their program
- 100% would recommend the program to others
- 100% agreed the program improved their emotional wellbeing
- 80% reported that they were feeling useful and had interest in new things "Often" or "All of the Time" after participation
- **Over 85% reported feeling cheerful, loved, good about themselves and had the ability to make up their own mind about things "Often" or "All of the Time" after participation**

### The Resource Connection Grandparents Program (PEI)

Average Participants in FY 2013/14: 47 (number may not be unduplicated)  
 Average in FY 2014/15: 16  
 Average in FY 2015/16: 48

Referrals: 9	African American: 1	Homeless: 1
Children: 24	Asian American: 4	Veterans: 2
Teens: 3	Caucasian: 35	LGBT: 1
TAY: 2	Latino/ Hispanic: 2	Probationers: 0
Adults: 5	Native American: 1	
Older Adults: 14	Multi Race/ Eth.: 1	
	Other/ Unknown: 0	



## MHSA ANNUAL UPDATE ATTACHMENTS

### Participant Feedback

- 100% are continuing their program
- 100% would recommend the program to others
- 100% agreed the program improved their emotional wellbeing
- **88% felt useful and able to make up their own mind about things “Often” or “All of the Time” after participation**
- 81% were feeling confident and loved “Often” or “All of the Time” after participation

#### Added comments:

- “Thank you! These programs are a huge help to all of us.”
- “Sharing the common path.”
- “Very well led.”
- “Great leadership, g.p. coordinator.”
- “Thank you. I needed the lecture and knowing I am not alone in dealing with problems.”

### ACCF Human Services Certificate Scholarship Program (WET)

Average Participants in FY 2013/14: 15

Average in FY 2014/15: 18

Average in FY 2015/16: 29

Male: -	African American: 0	Homeless: 1
Female: -	Asian American: 0	Veterans: 0
Children: 0	Caucasian: 23	LGBT: 0
Teens: 0	Latino/ Hispanic: 0	Probationers: 1
TAY: 0	Native American: 0	
Adults: 26	Multi Race/ Eth.: 6	
Older Adults: 3	Other/ Unknown: 0	

### Participant Feedback

- 93% are continuing their program
- 100% would recommend the program to others
- 94% agreed the program improved their emotional wellbeing

#### Added comments:

- “I appreciate this group. If it wasn’t for this group-I would have never returned to school.”
- “This program provided education which is a great asset.”
- “It has built my confidence & self-esteem.”
- “Very happy I am in this program. Very happy it is available.”
- “This is a wonderful program. Keep up the good work.”
- “Love it.”
- “This has been a great experience. Thanks so much for the opportunity.”

## Mental Health Services Act / Cultural Competency Steering Committee

6/14/16

### AGENDA

3:30 pm

Welcome / Introductions

3:40 pm

PEI Presentation--Alex Abarca, Director of Behavioral Health, M.A.C.T. Health Board, Inc.

4:00 pm

Announcements

-Meeting Date & Time Change

4:05 pm

MHSA Program Manager's Report:

-MHSA Bi-Monthly Report (Handout)

-FY16/17 Annual Update

-No Place Like Home

-Three Year Plan Subcommittee Update

4:20 pm

Quality Improvement Update:

-Metrics Data

4:25 pm

Cultural Competency Report:

-Wellness Day in June

-Update on Innovations & PEI Contract w/MHA

4:35 pm

Program Updates (Not in any specific order):

-First 5

-ATCAA

-Nexus

-NAMI

-MHA

-The Resource Connection

-Amador Community College Foundation

-Others...

5:00 pm

ADJOURN

**Next Meeting: July 7, 2016**

Mental Health Services Act/Cultural Competency Steering Committee  
June 14<sup>th</sup>, 2016 Meeting Minutes

- All meeting attendees introduced themselves. See sign in sheet for details.
- PEI Presentation from Alex Abarca, Director of Behavioral Health, M.A.C.T. Health Board, Inc. Alex introduced the services his agency is currently providing including medical, dental, and limited mental health. He provides mental health services for the offices in the Jackson, San Andreas, Sonora, and Mariposa area. These offices serve 12, 000 patients who are Native American and non-Native American, and all offices provide all the services. Dr. Mills and NP Thomas are the current medical providers in the Jackson Office. Alex introduced his desire and plan to grow and expand the mental health services, as well as begin implementing prevention and stigma reduction. The model he explained would have full time clinicians in each office location, and every time there was a referral to and OBGYN, the woman would have an automatic referral to behavioral health as well. There would be 4 routine contacts with this lady while pregnant and during post-partum. Then the child would have a yearly behavioral health check-up/screening. This would provide the mom with early neurodevelopment of the child, her own mental health evaluation, and become exposed to best practice ways of raising children that provide health attachment. This will hopefully reduce the high rates of substance abuse and suicide in Native Americans as well as reduce the stigma of behavioral health so it's seen just as "health."

ACBH will continue working with First 5 and M.A.C.T clinic to work towards these goals.

- Announcement: Meeting Date will be changing so this meeting no longer falls on the same month as the Behavioral Health Advisory Board Meeting. It will now be the first Thursday of the opposite month of the BHAB at the usual meeting time. Will meet again next month to get on schedule. Next meeting July 7<sup>th</sup>, 2016
- MHPA Program Manager's Report:  
Bi-Monthly Report- see attached handout. Highlights of this:
  - ACBH will not know the outcome from the OAC of the small counties meeting until late June or July. MHP thinking it could produce a small county waiver.
  - CBHDA and Steinberg Institution pulled outcome data which was known as "First Phase of MOQA Data." See handout for FSP data statewide. Homelessness went down 52% with 1 year on FSP and 68% for 2 years.
  - No Place Like Home: Unclear how this will look. It will be a "competitive grant" which will need to be worked out because counties like LA would have an advantage over Amador.
  - 3 Year Plan Subcommittee- Determine that it would be best discussed at this MHPA meeting for full collaboration and participation.
  - WET and CTF expire in 2 years, so this is an area we can start to think about for the future.
- See Power Point hand out for Quality Improvement Update. Reviewed the adult consumer perceptions surveys. Questions arose about 8% of surveyed clients who disagreed that staff was sensitive to their cultural background (race, religion, language). ACBH stated this was the place to discuss these items because it was also the cultural competency meeting. ACBH will go back and pull the clients who stated they disagreed and look at their identified ethnicity.

- Cultural Competency Report: LGBTQ community in the county is hosting a Memorial/Labyrinth in memory of Orlando Shooting. Will be held at Detert Park on 6/18 in the evening. Will have a Wellness Day for Grandparents to celebrate and support them caring for children also to be held at Detert Park on 6/28.
- Program updates (See all attached handouts):
  - Amador County College- now currently placing interns from county in jobs and paying them because of grants they are receiving. They are also moving offices near CVS to be more open to the public.
  - First 5- Nina will be presenting tomorrow at BHAB for more details on First 5 updates. Introduced "Fred Talks" (Foothill Regional Education Discussions) that happened in Calaveras County. Had one on Perinatal Mood and Anxiety 101 and 16 people attended. Looking to conduct these in Amador County
  - The Resource Connection- Grandparents Café is winding down for summer. Last meeting was held at a member's ranch and children planted vegetable and were invited back to watch them grow and harvest them. They were start up again in August. Respite program for grandparents will continue throughout summer and grandparents caring for children can get up to 16 hours a month per child.
  - NAMI- Finished Peer to Peer and Family to Family. Had 8 family members and 6 peers graduate and join NAMI. Looking into getting a website started this summer. Sandy Johnson, the Walk chair, reported that May 7<sup>th</sup> walk rained, but Amador County raised 5,000 dollars which was in the top 5 teams who earned the highest out of 125 teams.
  - Nexus- Completed 13 week education group for parents of kids with mental illnesses. Next round will start around school time and will happen at up country center. They are having an upcoming OCD workshop and Mental Health 1<sup>st</sup> Aide Training.
  - Tribal TANF- just moved offices and will be looking to have an open house re-opening soon.
  - MHA- Had an HIV presentation for consumers today. New washer and dryer are delivered Monday. M/W/F has walking group at 8:30. Still have free haircuts on Tuesdays, and the next Members Meeting is June 23.
  - ATCAA-will give update tomorrow at BHAB meeting.

Next meeting- July 7<sup>th</sup> 2016

## Mental Health Services Act / Cultural Competency Steering Committee

7/7/16

### AGENDA

3:30 pm

Welcome / Introductions

3:40 pm

Announcements

-REMINDER: Meeting Date & Time Change

-FY16/17 Participant Well-Being Surveys & Contractors Quarterly Surveys

3:45 pm

MHSA Program Manager's Report:

-FY16/17 Annual Update Data & Discussion

3:55 pm

Quality Improvement Update:

-Consumer Perception Surveys

4:05 pm

Cultural Competency:

-Community Partner Training

-Video: Cultural Competence: Managing Your Prejudice

4:15 pm

Program Updates (Not in any specific order):

-First 5

-ATCAA

-Nexus

-NAMI

-MHA

-The Resource Connection

-Amador Community College Foundation

-Tribal TANF

-Others...

4:30 pm

ADJOURN

**Next Meeting: September 1, 2016 @ 3:30 p.m.**

## Mental Health Services Act/Cultural Competency Steering Committee

July 7<sup>th</sup>, 2016 Minutes

Attendance: Please refer to sign in sheet for more details.

- Welcome
- Announcements:
  - Reminder of the meeting date and time change. This meeting will now be held the first Thursday of every month on the opposite month of the ACBHAB. Our next meeting will be held on September 1, 2016.
  - FY16/17 Participation Well-Being Surveys & Contractors Quarterly Surveys were issued. Some feedback was provided—the last page only has one question—is there any way we can condense that? Stephanie will look at this and see what she can do. If she is able to edit it, she will send updated surveys out. Another concern was that the Participant Well-Being Survey is just too long. Stephanie will look at this for planning in next fiscal year.
- MHSa Program Managers Report: See attached Community Planning Process Survey Responses. These responses are a snapshot of some of the Annual Update response data that has been compiled to date. The committee reviewed the data and some suggestions were made for the report:
  - Discussed including FRED talks into annual update report;
  - Smoking Cessation
- Quality Improvement update: See attached Child/Family Consumer Perception Survey Results. Megan will follow up on getting out the demographics of client's served currently at ACBH to report to the group. Stephanie will look to getting a diagnosis report.
- Cultural Competency Training update: MHSa Coordinator is working to get Bridges of Poverty to conduct a training in the county for the community. She also sent out an email notifying community of a free CEU Tobacco Cessation training that is online. This produced discussion about vaping and how it should be considered smoking too. September is Suicide Prevention Month and Each Mind Matters is putting on a free webinar next Tuesday 7/12/16 around *Suicide Prevention Toolkit*.
- Cultural Competency video: *Managing Your Prejudice*  
Talked about being honest with yourself when uncomfortable working with a certain group. Then a person is more able to manage working effectively with that group. The video stated that everyone has prejudices. It also stated that before the age of 10 most people have had their "first impression" of people.
- Program Updates were not given due to time restraints but each representing person who had fliers passed them out. See attachments for more details.

## Mental Health Services Act / Cultural Competency Steering Committee

- 9/1/16**      **AGENDA**
- 3:30 pm      Welcome / Introductions
- 3:40 pm      Announcements  
-Telepsych and Doctor's Schedule Update
- 3:45 pm      MHSOAC Program Manager's Report:  
-MHSOAC PEI/INN Regulations Update  
-FY16/17 Annual Update & Innovations Proposals  
-CFT Funds for EHR  
-QI Funded by WET
- 4:05 pm      Quality Improvement Update:  
-Upcoming EQRO & PIP's
- 4:10 pm      Cultural Competency:  
-FY16/17 Cultural Competence Objectives  
-Suicide Prevention Awareness Week (9/5-9/11)
- 4:45 pm      Program Updates/Information Sharing
- 5:00 pm      ADJOURN

**Next Meeting: November 3, 2016 @ 3:30 p.m.**

## Mental Health Services Act and Cultural Competency Steering Committee

September 1<sup>st</sup>, 2016

Attendance: Please refer to sign in sheet. Minute taker- Megan Hodson

### Announcements:

Amador County Behavioral Health now has tele-psychiatry 4 days a week, Monday-Thursday, with Dr. Sheth. Timeliness once approved for services is 1-2 weeks currently for adults and 4 weeks for kids.

Meeting participant reports he had a good experience with doctor and RN coordination for tele-psychiatry.

### MHSA Program Manager's Report

1. MHSOAC PEI/INN Update- the oversight and accountability commission advocated at the state level for rural counties in regards to such detailed data collection, which could potentially break HIPAA for clients. They unfortunately were unable to get any changes made, but small counties will receive technical assistance and workshops to assist in the process. This should not change anything for community providers, but the MHSA coordinator will be attending any offered technical support. Also, we will be working to formalize our referral process.

2. Annual Update and Innovations Proposals- Annual update will be presented at next Behavioral Health Advisory Board Meeting on 10/19/16. Everyone will be sent the draft electronically as well in the next 2 weeks. MHSA Coordinator is consulting with previous MHSA Manager Christa Thompson on how to best present it.

-Homelessness and seniors are the top items

-The new 2 innovations proposal will also be presented. The first is the Co-Occurring AOD/MH teenage group. The second is the MACT prevention for pregnant mothers.

3. Capital Facilities and Technology Funds- MHSA coordinator review the success with the EHR including more ability to pull data. She introduced the Continuity of Care Documents that is for purchase through the electronic health record (i.e. electronic labs and prescribing, client's ability to email providers and to request an appointment online through the client portal).

Member of the meeting gave a heads up that this could be a lot of work for agency to keep each client's meds updated. Otherwise it could appear to client that they are on more medications than really true.

4. QI Funding by WET- This would include hiring a data person to run reports and start data collection to complete office PIPs and could be connected to the teen co-occurring group.

Member of the meeting had a question about using CFT funding for Crisis Stabilization. MHSA Coordinator gave update that the CFT funding is around \$350,000 and a crisis stabilization facility would cost around 1.2 million dollars, and this is not an option at this point.

### Quality Improvement Update



MHSA Coordinator introduced PIPs and had copies for references. She introduced the upcoming EQRO review happening on 9/22/16

### **Cultural Competency**

See attached Handouts for reference.

- Review the statistics from the Friendship Line. Total calls in 2013- 175, 2014-447, 2015-264, 2016 so far- 212. The statistics breaks out how many calls were completed by Veterans and by Spanish speaking calls. It does not represent the number of calls made in English on behalf of a Spanish speaking client.
- Plans to re-vamp the Latino Engagement Meeting at ACBH to better serve the Spanish speaking population in the county. ACBH will work with local Promotoras on this.
- Plans to also continue working to connect with other identified areas such as Veterans, homeless, and LGBTQ. Victory Village mobile truck is reporting continued stigma with the population; they feel that clients do not want to enter the Van because other people would see. May look into locating the mobile van in another area.
- There will be a free LGBTQ training for the community in February
- MHSA coordinator looking into a training for 1<sup>st</sup> responders
- Added Senior Center to Community Resource list
- Will begin looking at local radio and TV stations to put out mental health ads. Nina with First five spoke to radio owner and he was interested and felt that the Sunday hour after church could be the best time. Nina also emailed Each Mind Matters to get one of their ads so we don't have to re-create one.
- One group member suggested we start working with WISE and look into their webinars
- MHSA Coordinator knows that the community wants Bridges to Poverty and ASSIT training and she is working to get these scheduled.
- 1<sup>st</sup> Five is working to get Maternal Wellness Flyers more culturally competent.

Suicide Prevention: Nexus is working in the schools for suicide prevention. As of this year they will be in all the junior high and high schools. 90 kids went through the suicide prevention during Amador's Health classes. They also have Friday Night Live. They are starting to look at doing the Friend to Friend model to help with social support. They have ordered Suicide Prevention toolkits for the youth, as well as completed 2 Mental Health 1<sup>st</sup> Aides for youth. The students appear to be responding well to the Amador Youth Prevention Facebook Page.

September 10<sup>th</sup>, is world prevention suicide day; 9/5/16 to 9/11/16 is Suicide Prevention Awareness week. September 7<sup>th</sup> at the First Five Building there will be a FRED (Foothill Regional Educational Discussions) talk from 12-1 on Suicide Prevention. Next Spring there will also be a 6 week spring sessions of FRED Talks.

Every Mind Matters is working more with the 60 years and older population due to a recent increase in suicides in that population.

- MHSA Coordinator will bring the Each Mind Matters DVD that has the videos created by high schoolers to the next meeting to watch a few.

### **Program Updates (See Flyers for more info)**

Grandparent Group- In August they created the dates and guests for the next meetings.

NAMI- Peer to Peer starts in October and they already have 5 signed up.

First Five- Behavioral Specialist now available; Ages and Stages screening has appeared popular because people are calling the office asking for it; Mom to Mom is happening on monthly basis (hard to get moms engaged but Christa Thompson is having conversations with mom prior to them starting to help with a warm handoff); Spoke to Well Space who is in the process of starting to offer services in the county; Still have the Little Free Libraries; Special Needs Play Group (24-36 month) for small kids.  
Nexus- Suicide Prevention Workshops happening, Youth and Mental Health 1<sup>st</sup> Aide happening, and they provided 300 backpacks for back to school kids  
Sierra Wind- Trina promoted to a supervisor; 2 new hired staff; Currently has 17 groups a week and adding more! All facilitators have attended trainings and number of members is increasing.

Next Meeting Is November 3<sup>rd</sup>, 2016



Stephanie Hess <shess@amadorgov.org>

## Work Request 24883 Has Been Completed

info@networkofcare.org <info@networkofcare.org>  
Reply-To: info@networkofcare.org  
To: shess@amadorgov.org

Mon, Sep 19, 2016 at 3:40 PM

Hello,

This work request has been completed. If you have any questions, please call Kathy Sterbenc at (415) 458-5900 or email her at [kathy@trilogyir.com](mailto:kathy@trilogyir.com).

The Staff at Trilogy

(415) 458-5900



# Amador County

## Behavioral Health



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Community  
Amateur Events  
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### Mental Health Services Act

- [Mental Health Services Act](#)
- [Mental Health Services Act - 2013](#)
- [Mental Health Services Act - 2014](#)
- [Mental Health Services Act - 2015](#)
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9/19/2016

[Auto-Reply] Amador County FY 2016/17 MHSA Annual Upd... - Stephanie Truelsen

# [Auto-Reply] Amador County FY 2016/17 MHSA Annual Update

news@thepinetree.net

Thu, 9/19/2016, 11:22 PM

<Stephanie.Truelsen <stephaniemane27@hotmail.com>>

Thanks for your news submission!

# Amador County FY 2016/17 MHSA Annual Update

Stephanie Truelsen

09/19/2016 11:22 AM

news@thepinetree.net <news@thepinetree.net>

Hello,

I am Amador County Behavioral Health's Mental Health Services Act Programs Coordinator. I would like to do a quick press release on your Amador page to show people that the Amador County FY 2016/17 MHSA Annual Update is available for public review and comment and to announce our public hearing coming up on October 19, 2016. Is there a fee associated with this? If so, can you send me details on that. If not, can you please do this press release?

*Amador County Behavioral Health Services is pleased to announce the release of the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2016/17. This is an Update to the County's MHSA 3-Year Plan, which was approved by the Board of Supervisors in FY 2014/15. This Update is based on statutory requirements, a review of the community planning over the past several years, and extensive recent stakeholder input.*

*Amador County Behavioral Health Services is seeking comment on the attached Annual Update during a 30-day public review period ending October 19, 2016. A copy of the Annual Update may also be found at [www.amador.networkofcare.org](http://www.amador.networkofcare.org) and will be available at the Amador County Behavioral Health Services front desk as well. **A Public Hearing regarding this Annual Update will be held during the Amador County Behavioral Health Advisory Board on October 19, 2016, at 3:30 pm at Health and Human Services, located at, 10877 Conductor Blvd., Sutter Creek, CA. All are invited to attend.***

*All comments regarding the Annual Update for FY 2016/17 may be directed to Stephanie Hess, Mental Health Services Act Programs Coordinator, via email at [shess@amadorgov.org](mailto:shess@amadorgov.org) or by calling 209-223-6308 during the 30-day public review period. Thank you for your ongoing interest in the Mental Health Services Act.*

Please let me know at your earliest convenience what I need to do in order to get this press release out. Thank you so much for your help—it is so much appreciated!

Thank you!

Stephanie Hess  
MHSA Programs Coordinator  
Amador County Behavioral Health  
[shess@amadorgov.org](mailto:shess@amadorgov.org)  
(209) 223-6308



Stephanie Hess &lt;shess@amadorgov.org&gt;

## Bus Transportation

2 messages

john jahn <john.jahn@att.net>  
Reply-TO: john jahn <john.jahn@att.net>  
To: Stephanie Hess <shess@amadorgov.org>

Sun, Sep 18, 2016 at 5:01 PM

I believe the following statement as written in the 2016/2017 MHSA Update is inaccurate:

"Public transportation to obtain centrally located services is often limited to 1-2 buses a day or does not exist."

Please consult the website [amadortransit.com](http://amadortransit.com) to see a full schedule or call April Miler, the Amador Transit Mobility Manager at 267-8142.

Thanks,

John Jahn  
Bus Rider and former SSTAC member

Stephanie Hess <shess@amadorgov.org>  
To: john jahn <john.jahn@att.net>

Mon, Sep 19, 2016 at 9:01 AM

Hi John,

Thank you so much for your comment. After reviewing the website, I did find that transportation services have greatly improved in our county. Therefore, you are correct, this is an inaccurate statement. At the hearing I will announce that we will remove the statement from the update as it is no longer valid.

Thank you,

Stephanie Hess  
MHSA Programs Coordinator  
Amador County Behavioral Health Services  
(209) 223-6308  
[shess@amadorgov.org](mailto:shess@amadorgov.org)

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[Quoted text hidden]



Stephanie Hess &lt;shess@amadorgov.org&gt;

**MHSA Annual Update**

4 messages

john jahn <john.jahn@att.net>  
Reply-To: john jahn <john.jahn@att.net>  
To: Stephanie Hess <shess@amadorgov.org>

Wed, Oct 5, 2016 at 9:09 AM

Hi -

I just wanted to confirm something and make an observation.

I glanced through the MHSA Annual Update and noticed that the Clinical Program Manager position (Melissa's old job) will be filled by a NorcalMHA employee embedded in the BH department.

I would like to confirm this.

The observation is that in reading about the Primary Care Liaison position I wondered why the number of contacts has remained relatively static over the past few years (basically since the position was created.)

I'm looking forward to the Public Hearing later this month.

Sincerely,

John Jahn

Stephanie Hess <shess@amadorgov.org>  
To: john jahn <john.jahn@att.net>  
Bcc: Melissa Cranfill <mcranfill@amadorgov.org>

Wed, Oct 5, 2016 at 11:59 AM

Hi John,

I hope you are doing well!

Can you please direct me to where you read that the Clinical Program Manager position would be filled by a NorCal MHA employee embedded in the BH Department? This is not accurate and if you can tell me where in the document you read this, I would greatly appreciate it so I can address any mistakes at the hearing and clarify the language in the Annual Update itself.

Actually, the department is not filling the Clinical Program Manager position. Instead, we recruited internally and hired Tamara Garner (Tammy) as a Clinician III last month. She has taken over a lot of the duties of the Clinical Program Manager, however, Melissa still oversees and supervises the clinical teams.

With regards to your observation about the Primary Care Liaison and the number of contacts remaining stagnant—you are right. This number has remained stagnant and we are currently working on ways to address the factors that surround this. One issue is creating a way to collect data that truly reflects what the Primary Care Liaison is doing. I am currently working on ways to make this process easier and more accurate for this fiscal year's reporting. The other main issue is that a lot of primary care providers in Amador County are Sutter affiliated and therefore are no longer accepting new Medi-Cal patients. So, a lot of our clients with Medi-Cal are unable to be seen. Additionally, the providers in this county are all at capacity and no new providers are coming in. Therefore, we are having a very difficult time creating new relationships when no new providers have come into the area and there is no one to assist us with our consumers and their physical health needs. This is limiting the number of people we can get connected. However, we are still trying. We have gone out of county to start developing new relationships with providers in nearby communities so that we can start referring our consumers to them. Kaybee does have a 'waiting list' for consumers who are in need of a primary care physician. She remains in regular contact with these providers and as spots open up, she then makes referrals as appropriate. She just informed me that her 'wait list' is currently down to zero. So, although the number is remaining stagnant, we are working very hard to make the situation in our County work. I am hoping to see some improvement this fiscal year and we will be addressing this issue when we do our planning for the next Three Year Plan.



Thank you so much for taking the time to review the Annual Update. It is very much appreciated that you are taking the time to make these observations. Please let me know if you have any more questions, comments or concerns.

Stephanie Hess  
MHSA Programs Coordinator  
Amador County Behavioral Health Services  
(209) 223-6308  
shess@amadorgov.org

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[Quoted text hidden]

john jahn <john.jahn@att.net>  
Reply-To: john jahn <john.jahn@att.net>  
To: Stephanie Hess <shess@amadorgov.org>

Wed, Oct 5, 2016 at 5:02 PM

Thanks for the great clarification.

A second reading revealed some errors on my part. I apologize. I saw that the Clinician position that is part of the Mobile Crisis Unit and who is paid with regular CSS funds is not a part of NorCalMHA and I also saw that the two embedded Family Advocate positions are. Finally, I saw that the Crisis Counselor is the one who dispatches, so to speak, the Mobile Crisis Unit. That is also a BH department expenditure. (Pgs 19 and 20)

A more careful first reading would have led me to see this in perspective.

Thanks for your extensive explanation on the difficulties with the Primary Care Liaison referrals. Anybody who has read the Covered California booklet knows how difficult it is to find a doctor in Amador County. I had to help my daughter find a doctor while she was living with me last year and I know how difficult it was. I'm encouraged by the fact that Kaybee has reduced her list to zero at this point.

Mostly, as the day of the public hearing approaches, I want to tell you that I will be there to advocate for the process which is your right to carry out under legal mandate. (Hopefully by my quiet presence.)

I always like to see my old and new friends there. Guess I'll always want to keep my foot in the door even if I stub my toe once and awhile.

Sincerely,

John Jahn

---

On Wed, 10/5/16, Stephanie Hess <shess@amadorgov.org> wrote:

Subject: Re: MHSA Annual Update  
To: "john jahn" <john.jahn@att.net>  
Date: Wednesday, October 5, 2016, 11:59 AM

[Quoted text hidden]

Stephanie Hess <shess@amadorgov.org>  
To: john jahn <john.jahn@att.net>

Wed, Oct 5, 2016 at 5:17 PM

Thank you, John. See you in a few weeks!

Stephanie Hess

MHSA Programs Coordinator  
Amador County Behavioral Health Services  
(209) 223-6308  
shes5@amadorgov.org

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[Quoted text hidden]

County of Amador  
Behavioral Health Advisory Board Meeting  
Wednesday  
October 19, 2016  
3:30-5:00PM  
Amador County Health and Human Services Bldg.  
Sutter Creek, Ca 95685  
Conference Room E

**I Call to order-Governance Guidelines for Members (5 minutes)**

A Current Roster is 10 (50% consumers or family, min. 20% consumers)

We need new members who utilize BH services

B WIC code 5600.1 Mission Statement

B WIC code 5604.2- Eight Responsibilities of the Board

C Amador County BHAB By-laws

**II Welcome and Introductions-**

**III Non-Agendized Public Comment**

Discussion items only. No action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the ACBHAB. However, any matter that requires action may be referred to staff and/or a board member for a report and recommendation for possible action at a subsequent Board meeting. Please note that there is a **3 minute time limit for each item.**

**IV Approval of Minutes from August 17, 2016-(E-Mailed) (5 minutes)**

Corrections, additions, deletions

Motion: Second Yes\_\_ No\_\_ ABS\_\_

**V SPECIAL AGENDA ITEM –PUBLIC HEARING at 3:45-4:30**

MHSA ANNUAL REPORT 30 minutes Melissa Cranfill Behavioral Health Director

Question and Answer 15 minutes

**VI Old Business – (30 minutes)**

1 Report from sub-committee site visits for the ACBHAB Annual Report (10 minutes)

Sutter Amador Hospital- Sheila, Richard

Behavioral Health-Aaron

Amador County Jail -Melissa, Philip

Amador School District (pending) Arnie

2 Progress Report on 2016 Goal/timeline –Mobile Crisis Program –Linda Crabtree

3 Support to determine feasibility of a Tri-County Collaboration for addressing Unmet Needs

4 New legislation Expands the use of MHSA for Crisis Stabilization for Voluntary and Involuntary clients

HHS-Department of Health Care Services (prior Handout and attachment)

MHSUDS Information Notice NO:16-034

SUBJECT: MHSA Use of Funds for Crisis SERVICES (prior Handout and attachment)

Does Amador have funds that can be used for this Unmet Need?

Now, or in the future?

**NEXT MEETING: December 21, 2016,**

County of Amador

Behavioral Health Advisory Board Meeting

October 19, 2016

**ATTENDANCE:**

**Board Members:** Dr. Arnie Zeiderman, Sheila Vinson, Lynn Morgan, Ashley Carnicello, Michele Siefer, Rebecca Tracy, Richard Reinoehl

**Absent Members:** Aaron May, Karen Pantazis, Philip Young, James Wegner

**Guests:** Kaybee Alvarado (NORCAL MHA), Angela Geddis (Sierra Wind/NORCAL MHA), Pat Porto (ATCAA), Sherry Parkey, Sandy Johnson (NAMI), John Jahn, Jolie Chain (ATCAA), Jerry Evans, Michael Eslinger, Maryanne Reinoehl, Vanessa Compton

**Staff:** Jim Foley (HHS Director), Stephanie Hess (MHSA Coordinator), Linda Crabtree (NORCAL MHA), Melissa Cranfill (Behavioral Health Director), Amy Hixson (Behavioral Health),

I. **Call to Order:** By Dr. Arnie Zeiderman at 3:30 p.m.

- a. **Current Roster:** Currently have 11 members, Chris Medeiros has resigned and Paul Danczyk term expired Sept 23, 2016.
- b. **WIC Code:** Dr. Zeiderman reiterated the Mission statement and responsibilities of the board.
- c. **Board Bylaws:** Dr. Zeiderman reminded the board to review the Bylaws and if anyone needs a copy, please contact him.
- d. Jerry Evans brought up the correlation between drugs and alcohol and behavioral health and the importance of reflecting that in the Annual Report. He will meet with Amy Hixson and present his meeting notes to the board for a possible addition into the annual report.

II. **Welcome and introductions:** No introductions needed.

III. **Non-Agendized Public Comments:** No public comments.

IV. **Approval Of Minutes:** Minutes for August 17, 2016

- a. **(M)** Sheila Vinson **(S)** Michele Siefer Motion carried unanimously

V. **Special Agenda Item:**

- a. **MHSA Annual Update:** Stephanie Hess, MHSA Coordinator, presented on the MHSA 16/17 Annual Update, which is essentially an update to the 3-year plan of MHSA. Purpose of discussing the public hearing today is to provide public comment which will be recorded and included in the plan as an attachment. If there are any comments that necessitate changes, it will be taken into consideration.
  - i. Through the MHSA 2016/17 Annual Update Community Input Survey, it was shown that there is some work to be done with regards to Children, youth and cultural competency. The lowest poor score that was received were regarding serving the

Homeless Population. Stephanie reported that this is an issue that will be addressed in the steering committee as well as the 3-year plan. They have also seen an improvement in serving the LGBTQ community. Overall, the survey shows what MHSAs need to improve on as well as gives some guidance on the brainstorming process for the 3-year plan and what MHSAs can work on for the next year.

- ii. There was a substantial increase in the budget this year. That increase is reflected in the Sierra Wind Wellness Center line item. A number of reasons led to the increases, 1) the number served, 2) the severity of symptoms in the clients served 3) increase in clients requesting SSI application assistance 4) material needs 5) staffing shortages. NAMI received an increase due to the increase in numbers served as well.
- iii. There are two proposed innovations projects that MHSAs are looking into for FY 2016/17.
  1. Amador County Behavioral Health would pilot a youth alcohol and drug treatment program with an added therapeutic program treating co-occurring disorders at the same time. This would target ages 16-24.
  2. Partner with MACT clinic and First 5 Amador to support clinical treatment in all pregnant women who are receiving services at the MACT clinic. This would serve native and non-native women and would be a prevention/early intervention service.
  3. A question was brought about during the meeting regarding the innovations process. Stephanie explained that the innovations have to be unique to the State and would have to develop a plan and present to the Mental Health Services Oversight and Accountability Commission. They would then have to approve that it is a unique and efficient use of the funds.
- iv. A question was proposed to elaborate on the Crisis Residential Project. Jim Foley explained that a couple of years back an outside agency proposed that the project come to fruition, however it is not viable because there is no funding available to create such a project.
- v. Highlights in the last fiscal year 2015/16 through participant feedback showed that:
  1. psychiatric hospitalizations were reduced by 20% after participation in the Full Service Partnership program. Jim Foley explains that two of the things they try to do is focus more on prevention and utilize the mobile support unit which has contributed to this reduction.
  2. Sierra Wind, NorCal MHA Family Advocate, NAMI, First 5 Behavioral Consultation, NEXUS, The Resource Connection, and the College Foundation all received very positive feedback from consumers and family members.
- vi. Another question was asked regarding the percentages in the participant feedback surveys with regards to the size of the population. Stephanie explained that the MHSAs programs are contracted out with exception to 50% of the mobile support unit and the FSP's that are kept in house. Every contractor is supposed to have their

participants fill out the surveys which are then given to Stephanie on a quarterly basis. Stephanie can look at the unduplicated reports that are given to her to give a more specific number on the population that was surveyed.

## VI. Old Business

### a. Report from sub-committee site visits for the ACBHAB Annual Report

#### i. Sutter Amador Hospital-Sheila, Richard Reinoehl

1. Sheila and Richard Reinoehl met with Anne Platt, CEO of Sutter Amador Hospital on September 19, 2016. Anne expressed interest in speaking at an ACBHAB meeting and bringing John Boyd who is the representative from the Governor's Commission on Behavioral Health. Sheila and Richard Vinson went back for a second interview on October 14, 2016 with Anne Platt. Anne took Richard and Sheila to the emergency room and explained the process of a 5150 hold.
2. Sutter Amador is in the process of setting up a pilot in the first quarter of 2017 for telepsychiatry services in the hospital. There is concern that Amador County does not have a crisis facility or a psychiatric facility which makes it difficult for family and friends to visit and encourage the patient.
3. Jim Foley discussed the movement with the Hospital Association to remove some of the authority of 5150s from county behavioral health's to doctors in the ER's. He explained how he has worked with Sutter Amador Hospital to developed an agreement that they will work together and cooperatively to help patients. This movement would mean instead of calling behavioral health when 5150's come into the ER, the doctor in the ER would meet with the patient and decide whether the person was ok or not; behavioral health would not be involved. This is still pending legislation.
- 4.

#### ii. Behavioral Health-Aaron

1. Dr. Arnie Zeiderman read Aaron's report regarding his meeting with Melissa Cranfill, Behavioral Health Director. In that meeting, Melissa explained the process of a 5150 hold from Behavioral Health's perspective and their role in finding placement for patients and follow up services once released from the hospital.
2. Behavioral Health has a number of issues that come up with placement and releasing individuals from facilities. One such issue is brought up when some facilities will not call them back which makes it difficult for our Behavioral Health to prepare for discharge planning which results in last minute planning.
3. Questions were asked regarding case management, assessments and eligibility of services. Melissa explained that if a patient meets medical

necessity and are clients of behavioral health they are eligible for case management. The clinician meeting with them will connect them with a case manager to meet any needs they may have. She also explained that the clinician makes the assessment for a patient. The Utilization Review team reviews the assessment to determine the medical necessity. If a person comes in initially with Medicare or private insurance they would be referred out unless it is a crisis situation. Currently there is no triage but they are in the process of trying to implement a screening process to determine the severity of the symptoms. They only serve specialty mental health and are unable to serve those with mild to moderate symptoms because of the changes of affordable care act so they refer them out. With this screening, they will be able to hit the main points on what the medical necessity would be and would then complete the full assessment. If it doesn't seem that they would meet medical necessity with the initial screening, they would then be able to help speed up the process by referring them out. Michele would like to add the discussion regarding the intake process and the severity of symptoms to the Behavioral Health Report.

iii. Amador County Jail-Phillip, Michele

1. Phillip and Michele met with Undersheriff Jim Wegner to discuss behavioral health issues in Amador County Jail. Everyone who is arrested is screened for Behavioral Health Issues. Jail personnel can call Behavioral Health if they feel there is a behavioral health issue. There were some areas of concerns that were discussed. One such concern was the lack of an appropriate observation holding cell for anyone who may be at risk of harming themselves or others. Currently, they hold them in their sobriety cell. Another area of concern is the nurse who dispenses medications is only available during business hours and new bookings are unable to get their medications until the nurse is there to dispense them. It is also strenuous on the inmates and jail staff to see those with behavioral health issues decompensate in the jails because they are unable to obtain necessary long term placements and they struggle with room to conduct group meetings (currently they have to use the visiting room). It was noted that currently the jail is doing the best they can right now with the resources they have available however, the new jail will be helpful in combating many of these issues.
2. A question was asked if there was a behavioral health worker who works with Law Enforcement full-time. Melissa explained that currently, there is not however there is a crisis worker that comes weekly to the jail and will spend at least 4 hours per week there. The worker meets with inmates that are put on a list to talk to the worker.



They also get called out to the jail if there is a crisis situation and their services are available to the jail 24 hours a day, 7 days a week.

iv. Amador School District (Pending)-Arnie, Lynn

1. Lynn and Arnie will meet in the upcoming weeks.

Motion was made by Ashley Carnicello to adjourn the meeting at 5:05 p.m. agenda items that were not discussed were tabled until next meeting. Motion was seconded by Rebecca Tracy. Motion carried unanimously.

Minutes submitted by Ashley Carnicello, Secretary

# AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: 11/22/2016

To: Board of Supervisors

Date: 11/16/2017

From: Board of Supervisors  
(Department Head - please type)

*Resol*

Phone Ext. x361

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

Agenda Title: Eagle Scout Ranking for Boy Scouts in Troop 2020

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

Recognition of seven Boy Scouts in Troop 2020 who achieved the ranking of Eagle Scout. The Boy Scouts are as follows:

- Chad A. Floyd
- Chase M. Floyd
- Evan C. W. Bonneau
- Justin W. Gaebe
- Michael J. Kidman
- Noah B. Throssel
- Peter Jacob Toraya

Recommendation/Requested Action:  
Adopt Resolution

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

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

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

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel Ge  
 Auditor JOR GSA Director \_\_\_\_\_  
 CAO de Risk Management \_\_\_\_\_

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

Lisa Gaebe, c/o Human Resources

### FOR CLERK USE ONLY

Meeting Date 11-22-16 Time 9:00 a.m. Item # 3B

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

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

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

Save

Print Form

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

IN THE MATTER OF:

RESOLUTION HONORING CHAD A. FLOYD  
UPON ACHIEVING THE RANK OF  
EAGLE SCOUT

RESOLUTION NO. 16-xxx

WHEREAS, Chad A. Floyd of Troop 2020 in Jackson within the Amador District of the Golden Empire Council, Boy Scouts of America has completed the requirements for ranking as an Eagle Scout; and

WHEREAS, Chad A. Floyd has been examined by an Eagle Scout Board of Review and found worthy of the rank of Eagle Scout; and

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby honor and congratulate Chad A. Floyd on achieving the rank of Eagle Scout.

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 22<sup>nd</sup> day of November, 2016 by the following vote:

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

NOES: None

ABSENT: None

\_\_\_\_\_  
John Plasse, Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

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

IN THE MATTER OF:

RESOLUTION HONORING CHASE M. FLOYD  
UPON ACHIEVING THE RANK OF  
EAGLE SCOUT

RESOLUTION NO. 16-xxx

WHEREAS, Chase M. Floyd of Troop 2020 in Jackson within the Amador District of the Golden Empire Council, Boy Scouts of America has completed the requirements for ranking as an Eagle Scout; and

WHEREAS, Chase M. Floyd has been examined by an Eagle Scout Board of Review and found worthy of the rank of Eagle Scout; and

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby honor and congratulate Chase M. Floyd on achieving the rank of Eagle Scout.

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 22<sup>nd</sup> day of November, 2016 by the following vote:

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

NOES: None

ABSENT: None

\_\_\_\_\_  
John Plasse, Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

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

IN THE MATTER OF:

RESOLUTION HONORING EVAN C.W.  
BONNEAU UPON ACHIEVING THE  
RANK OF EAGLE SCOUT

RESOLUTION NO. 16-xxx

WHEREAS, Evan C.W. Bonneau of Troop 2020 in Jackson within the Amador District of the Golden Empire Council, Boy Scouts of America has completed the requirements for ranking as an Eagle Scout; and

WHEREAS, Evan C.W. Bonneau has been examined by an Eagle Scout Board of Review and found worthy of the rank of Eagle Scout; and

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby honor and congratulate Evan C.W. Bonneau on achieving the rank of Eagle Scout.

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 22<sup>nd</sup> day of November, 2016 by the following vote:

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

NOES: None

ABSENT: None

\_\_\_\_\_  
John Plasse, Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

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

IN THE MATTER OF:

RESOLUTION HONORING JUSTIN W. GAEBE  
UPON ACHIEVING THE RANK OF  
EAGLE SCOUT

RESOLUTION NO. 16-xxx

WHEREAS, Justin W. Gaebe of Troop 2020 in Jackson within the Amador District of the Golden Empire Council, Boy Scouts of America has completed the requirements for ranking as an Eagle Scout; and

WHEREAS, Justin W. Gaebe has been examined by an Eagle Scout Board of Review and found worthy of the rank of Eagle Scout; and

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby honor and congratulate Justin W. Gaebe on achieving the rank of Eagle Scout.

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 22<sup>nd</sup> day of November, 2016 by the following vote:

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

NOES: None

ABSENT: None

\_\_\_\_\_  
John Plasse, Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy







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

IN THE MATTER OF:

RESOLUTION HONORING PETER JACOB  
TORAYA UPON ACHIEVING THE RANK  
OF EAGLE SCOUT

RESOLUTION NO. 16-xxx

WHEREAS, Peter Jacob Toraya of Troop 2020 in Jackson within the Amador District of the Golden Empire Council, Boy Scouts of America has completed the requirements for ranking as an Eagle Scout; and

WHEREAS, Peter Jacob Toraya has been examined by an Eagle Scout Board of Review and found worthy of the rank of Eagle Scout; and

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby honor and congratulate Peter Jacob Toraya on achieving the rank of Eagle Scout.

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 22<sup>nd</sup> day of November, 2016 by the following vote:

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

NOES: None

ABSENT: None

---

John Plasse, Chairman, Board of Supervisors

ATTEST:

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

---

Deputy

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
November 22, 2016	

To: Board of Supervisors

Date: November 15, 2016

level

From: Steven A. Zanetta, County Surveyor Phone Ext. 371

(Department Head - please type)

Department Head Signature *Steven A. Zanetta*

Agenda Title: Parcel Map No. 2827 for Ruth Crain, Crain Trust, Jack & Ruth Crain, Jack Jr. & Donna Crain

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. 2827 and accepting and rejecting offers of dedication. The property is located southeasterly and easterly of the junction of Bell Road and Courier Road, in the Shenandoah Valley area. Assessor's Parcel No.'s 07-020-016, 07-040-021, and 14-020-036.

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 \_\_\_\_\_ Counsel GC  
 Auditor JOR GSA Director \_\_\_\_\_  
 CAO ad Risk Management \_\_\_\_\_

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 11-22-16 Time 9:00 a.m. Item # 3C

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

Distributed on _____	A new ATF is required from _____ 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 _____	

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. 2827  
FOR RUTH A. CRAIN, TRUSTEE OF THE SEPARATE  
PROPERTY OF RUTH A. CRAIN, THE CRAIN FAMILY  
LIVING TRUST DATED SEPTEMBER 25, 1992,  
JACK A. CRAIN AND RUTH A. CRAIN, TRUSTEES OF       RESOLUTION NO. 2016-xxxx  
THE CRAIN FAMILY LIVING TRUST DATED  
SEPTEMBER 25, 1992, AND JACK A. CRAIN, JR. AND  
DONNA L. CRAIN, TRUSTEES OF THE CRAIN  
REVOCABLE TRUST DATED APRIL 12, 2000

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. 2827 for Ruth A. Crain, Trustee of the Separate Property of Ruth A. Crain, The Crain Family Living Trust dated September 25, 1992, Jack A. Crain and Ruth A. Crain, Trustees of the Crain Family Living Trust dated September 25, 1992, and Jack A. Crain, Jr. and Donna L. Crain, Trustees of the Crain Revocable Trust dated April 12, 2000; 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. 2827, by Gary L. Milano, Land Surveyor, dated December, 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 November, 2016, by the following vote:

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

NOES: None

ABSENT: None

---

Chairman, Board of Supervisors

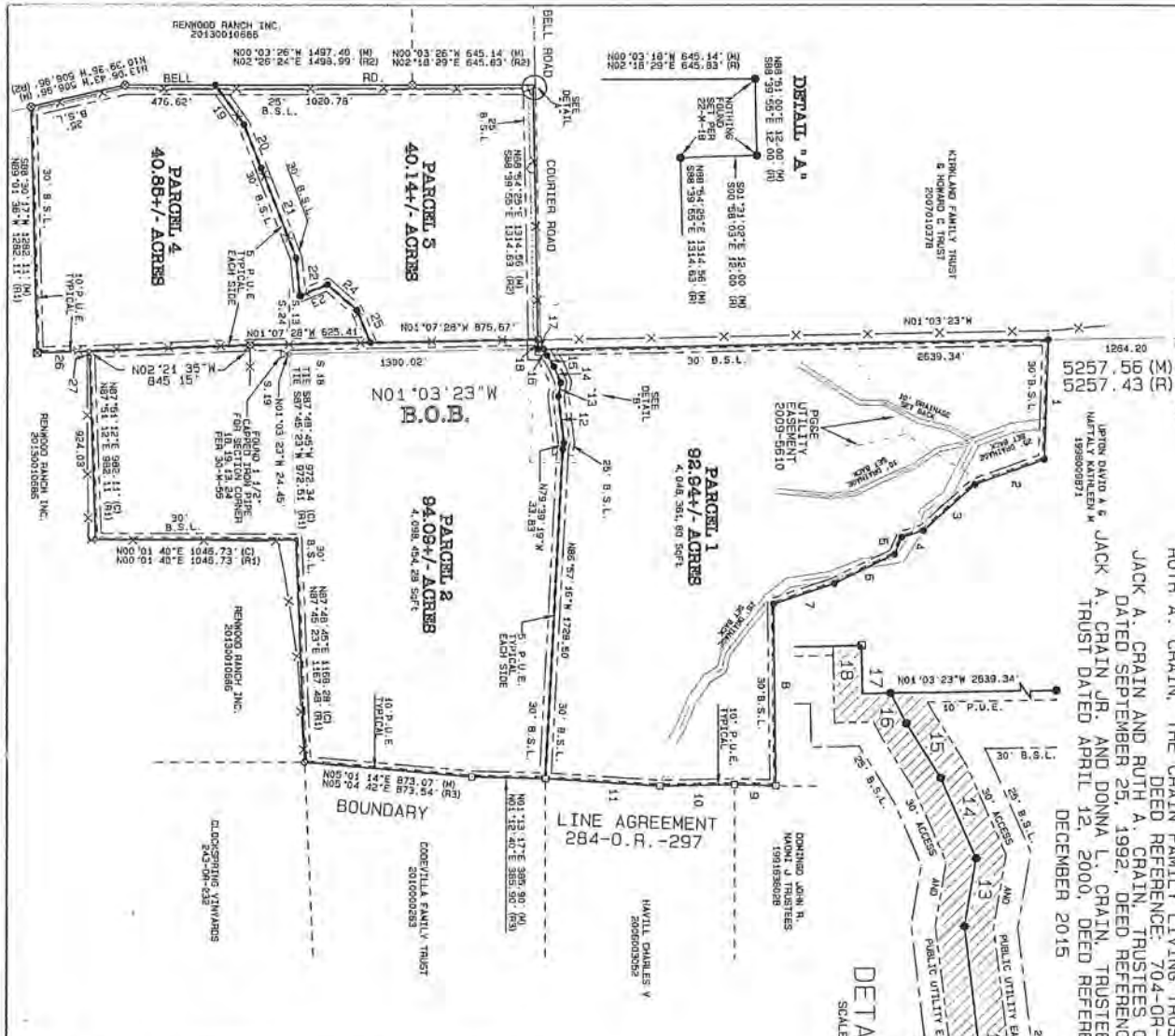
ATTEST

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

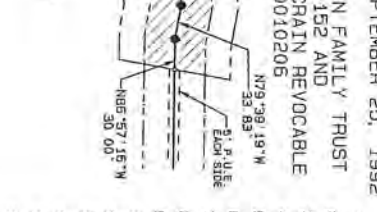
---

FOR RUTH A. CRAIN, TRUSTEE OF THE SEPARATE PROPERTY TRUST OF RUTH A. CRAIN, THE CRAIN FAMILY LIVING TRUST DATED SEPTEMBER 25, 1992 JACK A. CRAIN AND RUTH A. CRAIN, TRUSTEES OF THE CRAIN FAMILY TRUST DATED SEPTEMBER 25, 1992. DEED REFERENCE: 704-OR-143 AND 704-OR-152 AND JACK A. CRAIN JR. AND DONNA L. CRAIN, TRUSTEES OF THE CRAIN REVOCABLE TRUST DATED APRIL 12, 2000. DEED REFERENCE: 20050010206 DECEMBER 2015

**PARCEL MAP No. 8887**



**DETAIL "B"**  
SCALE 1"=40'



**LINE TABLE**

1	S89°06'31"E 625.04' (M)	S89°06'00"E 674.0' (R4)
2	S20°00'37"E 385.07' (M)	S19°39'00"E 384.0' (R4)
3	S42°02'35"E 382.29' (M)	S41°28'00"E 384.0' (R4)
4	S16°52'05"E 117.27' (M)	S20°40'00"E 108.0' (R4)
5	S66°22'55"E 99.03' (M)	S06°13'00"E 105.0' (R4)
6	S25°42'52"E 351.63' (M)	S25°17'00"E 351.0' (R4)
7	S18°25'37"E 338.75' (M)	S18°50'00"E 344.0' (R4)
8	N89°16'06"E 954.05' (M)	N89°24'00"E 957.0' (R4)
9	S01°57'32"W 215.09' (M)	S01°44'50"W 215.08' (R4)
10	S00°55'08"E 388.55' (M)	S01°00'35"W 387.71' (R)
11	S03°41'55"W 599.33' (M)	S03°41'18"W 599.66' (R) PER 28-M-58
12	S83°15'30"W 245.62'	
13	N80°25'07"W 72.55'	
14	S65°29'35"W 91.98'	
15	S69°05'07"W 57.44'	
16	S62°24'35"W 35.90'	
17	S01°03'23"E 29.83'	
18	S89°54'25"W 50.59'	
19	N54°31'10"E 253.07'	
20	N68°58'55"E 243.64'	
21	N68°54'40"E 502.15'	
22	N84°15'10"E 198.03'	
23	N22°05'21"W 166.07'	
24	N40°53'51"E 203.69'	
25	N67°25'54"E 182.51'	
26	N01°40'37"W 271.03' (C)	N01°40'37"W 271.03' (M) PER 64-M-48
27	N89°46'38"E 29.32' (C)	N87°51'12"E 29.59' (R) PER 64-M-40

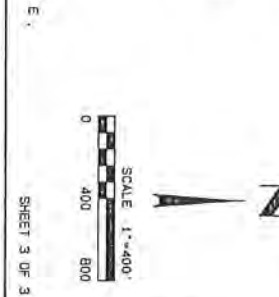
**LEGEND**

SYMBOL	DESCRIPTION
●	INDICATES 5/8" REBAR TAGGED L S 7385 SET THIS SURVEY
▲	INDICATES SECTION CORNER FOUND PER 30-M-55
○	INDICATES 3/4" REBAR TAGGED L S 3488 PER 30-M-55
⊠	INDICATES STEEL FENCE POST FOUND & TAGGED L S 7386
□	INDICATES 3/4" REBAR TAGGED R C E 14774 PER 26-M-68
⊞	INDICATES 4" STEEL FENCE POST PER 22-M-18
⊟	INDICATES 3/4" REBAR TAGGED L S 3570 PER 30-M-55
○	INDICATES CONCRETE NAIL FOUND PER 64-M-40
○	INDICATES CALCULATED POINT FROM RECORD PER 64-M-40

(M) (R) INDICATES MEASURED AND RECORD PER 64-M-40  
 (R1) INDICATES PER AMENDED RECORD OF SURVEY 64-M-40  
 (R2) INDICATES PER RECORD PER 25-M-58  
 (R3) INDICATES PER RECORD PER 25-M-58  
 (R4) INDICATES PER RECORD PER 25-M-58  
 (C) INDICATES CALCULATED POINT FROM RECORD OF SURVEY 64-M-40  
 P U E INDICATES PUBLIC UTILITY EASEMENT

INDICATES AREA OF DEDICATION TO ANADIR COUNTY 28' ALONG BELL ROAD AND 25' ALONG COURNER ROAD

INDICATES PRIVATE COMMON ACCESS EASEMENT



# 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:	
November 22, 2016	

To: **Board of Supervisors**  
 Date: November 14, 2016

Resol

From: Steven A. Zanetta, County Surveyor Phone Ext. 371  
 (Department Head - please type)

Department Head Signature Steven A. Zanetta

Agenda Title: JTS Investments, L.P.-Approval of a Boundary Line Adjustment one year time extension

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 Boundary Line Adjustment No. 2015-005 one year extension of time. The properties are located on the easterly side of Greilich Road and northerly of the junction with State Route 16, in the Waits Station area.

Recommendation/Requested Action:

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

Is a 4/5ths vote required? Yes  No

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

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

Request Reviewed by:  
 Chairman \_\_\_\_\_ Counsel GB  
 Auditor JOR GSA Director \_\_\_\_\_  
 CAO al Risk Management \_\_\_\_\_

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 11-22-16 Time 9:00 a.m. Item # 3D

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 _____ of _____	For meeting _____	

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 A BOUNDARY  
LINE ADJUSTMENT #2015-005 APPLICATION                      RESOLUTION NO. 2016-xxxx  
EXTENSION FOR JTS INVESTMENTS, L.P.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the boundary line adjustment extension of time for JTS Investments, L.P., on file in the Amador County Surveyor's Office, as Boundary Line Adjustment No. 2015-005; and

BE IT FURTHER RESOLVED that the approval granted by this Board shall terminate and be of no further force or effect if this boundary line adjustment is not completed in all aspects and recorded before July 31, 2017.

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 November, 2016, by the following vote:

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

NOES:                      None

ABSENT:                      None

---

Chairman, Board of Supervisors

ATTEST:

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

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# AGENDA TRANSMITTAL FORM

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

Meeting Date Requested:

11/22/2016

To: Board of Supervisors

Date: 11/09/2016

*agf*

From: Melissa Cranfill, Director of Behavioral Health  
(Department Head - please type)

Phone Ext. 412

Department Head Signature Melissa Cranfill

Agenda Title: Doctors Medical Center of Modesto and Amador County Behavioral Health 2nd Amendment effective 07-01-16 to 06-30-19

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

The Director of Behavioral Health Department requests the Board of Supervisors approve this amendment with Doctors Medical Center of Modesto.

This contractor provides inpatient psychiatric services for adult Medi-Cal Beneficiaries to Amador County.

This amendment updates the terms and increases the daily rate by \$84.00 per fiscal year.

Recommendation/Requested Action:

Approval of 2nd Amendment

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?

N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GG

Auditor JOR

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

CAO [Signature]

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

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

Please return two original 2nd Amendments to Angie Grau in Behavioral Health.

## FOR CLERK USE ONLY

Meeting Date

11-22-16

Time

9:00a.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 \_\_\_\_\_

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



AMENDMENT  
TO THE  
INPATIENT PSYCHIATRIC SERVICES AGREEMENT

This Amendment to the Inpatient Psychiatric Services Agreement (the "Amendment") is entered into between County of Amador, a political subdivision of the State of California ("County") and Doctors Medical Center of Modesto, Inc. a California corporation ("DMC"). The effective date of this Amendment is July 1, 2016.

RECITALS

DMC and County are parties to an Inpatient Psychiatric Services Agreement dated as of July 1, 2013 (the "Agreement") and subsequently amended.

DMC and County wish to continue their contractual relationship for services as set forth in the Agreement.

Unless otherwise specified herein, capitalized terms contained in this Amendment shall have the meaning set forth in the Agreement.

Except as expressly modified herein, the terms and provisions of the Agreement are affirmed and shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Section 6.6 of the Agreement is hereby deleted and replaced with the following:

6.6 The compensation set forth in this Section 6 is the total payment due to DMC for all Covered Services and Restore to Competency Services provided to County Patients at BHC pursuant to the terms of this Agreement. DMC shall not bill County for any Covered Services or Restore to Competency Services provided to County Patients pursuant to this Agreement except as provided for in this Agreement.

2. Section 9 of the Agreement is hereby deleted and replaced with the following:

TERM. This Agreement shall commence as of the first (1<sup>st</sup>) day of July, 2016 and continue until terminated by either party. Either party may terminate this Agreement by giving at least thirty (30) days written notice to the other party.

3. Exhibit A contained in the Agreement shall be deleted and replaced with the attached Exhibit A.
4. Effective on each anniversary date of this Agreement, the inpatient and professional fee rates contained herein will be increased by six percent (6%).

IN WITNESS WHEREOF, this Amendment to the Inpatient Psychiatric Services Agreement is executed by the parties.

DMC:

By: 

Name: Dawn M. Cirri

Title: AVP, West Regional – Managed Care

Date: 10-31-16

County:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT A

County of Amador  
Rate Schedule

<u>SERVICES</u>	<u>APPLICABLE CODES</u>	<u>REIMBURSEMENT</u> <u>7/1/16-6/30/17</u>	<u>REIMBURSEMENT</u> <u>7/1/17-6/30/18</u>	<u>REIMBURSEMENT</u> <u>7/1/18-6/30/19</u>
Inpatient Services (MediCal and Non-MediCal)	Rev Codes 114, 124, 134, 144, or 154	\$1,411 per day	\$1,496 per day	\$1,586 per day
Sub-Acute	See below	\$820	\$853	\$887
Admin Day	Rev Code 169	\$519.94	\$519.94	\$519.94
Professional Fees Initial Visit	CPT Codes 99221, 99222, 99223, 99234, 99235, 99236, 90801, 99251, 99252, 99253, 99254, 99255	\$120/visit	\$127/visit	\$135/visit
Professional Fees Follow-up Visit	CPT Codes 99231, 99232, 99233, 90863, 90845, 90846, 90847, 90849, 90853	\$95/visit	\$101/visit	\$107/visit
Professional Fees Discharge Visit	CPT Code 99239	\$95/visit	\$101/visit	\$107/visit

Notes to Compensation:

- 1) The County agrees to pay the Sub-Acute per diem rate listed above per patient day for patients remaining at DMC following stabilization of their acute psychiatric episode while the County attempts to secure a sub-acute or an intensive transitional placement for the patient.
- 2) The Admin Day rate will adjust according to MediCal.
- 3) Services shall be paid for each day the claim is billed with the applicable revenue codes, in addition professional fees shall be paid for each CPT Code included on the claim.

Example:

Dates of Service: July 1, 2016 – July 6, 2016

July 1, 2016: Rev Code 124 plus CPT Code 99221	<u>Payment</u> \$1,411 + \$120
July 2, 2016: Rev Code 124 plus CPT Code 99231, 90845	\$1,411 + \$95 + \$95
July 3, 2016: Rev Code 124 plus CPT Code 99231	\$1,411 + \$95
July 4, 2016: Rev Code 124 plus CPT Code 99231, 90846	\$1,411 + \$95 + \$95
July 5, 2016: Rev Code 124 plus CPT Code 99231, 90846	\$1,411 + \$95 + \$95
July 6, 2016: CPT Code 99239	\$95

Total Payment \$7,935

- 4) The REV CODES and CPT codes listed in Exhibit A are intended to be representations of the coding in place at the Commencement of this Agreement for the types of Hospital Services contracted under this Agreement and have been mutually agreed upon by both County and DMC. Such codes are subject to changes or additions as updates are made by the issuing entity, and County will be expected to utilize the industry standards for billing as mutually agreed upon by both parties. Any new codes established by CMS to replace existing codes listed in Exhibit A shall be reimbursed according to the rates identified in Exhibit A.

**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:	
11/22/2016	

To: **Board of Supervisors**

Date: 11/09/2016

*ag.*

From: Melissa Cranfill, Director of Behavioral Health  
(Department Head - please type)

Phone Ext. 412

Department Head Signature Melissa Cranfill

Agenda Title: NAMI-Amador and Amador County Behavioral Health Agreement FY 2016-2017

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

The Director of Behavioral Health requests the Board of Supervisors approval of this Agreement with National Alliance on Mental Illness (NAMI)-Amador. NAMI will provide educational and support services for families of people and those with major mental illness. This service is funded by the Mental Health Services Act (MHSA)

This Agreement changes the term and budget has increased by \$8000.00

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Budgeted

Is a 4/5ths vote required? Yes  No

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

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

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

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

Request Reviewed by:

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

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

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

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

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

**FOR CLERK USE ONLY**

Meeting Date 11-22-16 Time 9:00 a.m. Item # 4B

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 \_\_\_\_\_

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") NAMI (National Alliance on Mental Illness) Amador, a non-profit 501c3

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of one year from July 1, 2016 through June 30, 2017. 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 invoices quarterly, however, services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.

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

6. SUPERVISION OF THE WORK.

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

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

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

Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

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

## 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 (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability – (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

If the Contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to [risk@amadorgov.org](mailto:risk@amadorgov.org). Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11.3 Certificates of insurance and policy endorsements 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.

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

11.4 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.

11.5 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the work. If any deductible or self-insured retention is deemed unacceptable 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. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Contractor is unable to or refuses to pay the self-insured retention.

11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 12. Workers' Compensation Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, 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. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, or agents.

A Certificate of Exemption from Workers' Compensation Laws form is available for those with no employees.

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 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

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

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

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

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

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

required by law shall constitute a basis for termination of this Agreement in its entirety.

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

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

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

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

To Contractor: NAMI (National Alliance on Mental Illness) Amador, a non-profit 501c3  
P.O Box 482  
Jackson, CA 95642

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

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

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

**19. CONTRACT EXECUTION.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this

Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

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

Signatures on following page

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

COUNTY OF AMADOR

Contractor NAMI (National Alliance on Mental Illness) Amador, a non-profit 501c3

BY: \_\_\_\_\_  
John Plasse  
Board of Supervisors

BY: Kelly Trotter  
Kelly Trotter

Federal I.D. No.: 87-0708427

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  
County Counsel

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

## **ATTACHMENT A – SCOPE OF WORK**

### **National Alliance on Mental Illness (NAMI) Amador Outreach & Support Groups FY 2016/17**

#### **Program Description**

The National Alliance on Mental Illness (NAMI) is the largest grassroots mental health organization in the U.S. NAMI advocates for access to services, treatment, supports and research. For this program, NAMI Amador will provide outreach, engagement, and education for Amador County Behavioral Health Services and will provide education and support to the community in the form of four support groups: Family to Family, Peer to Peer, Family Support, and Connections Recovery.

#### **The Family to Family (F2F) Education Program**

This is a 12 week, 30 hour series of classes taught by trained family members. In 2012, NAMI began to allow the course to be taught in a two-class per meeting all day Saturday pattern, so the class completes in six weeks. It is appropriate for family members of consumers of all age groups within the definitions of the Mental Health Services Act. In the course families learn:

- About medications, brain biology, diagnoses of mental illness, rehabilitation and recovery.
- How to deal with devastating situations that arise because of the illness.
- Problem-solving, communications skills to be more effective with loved one and reduce stress.
- How to share feelings in a supportive environment and learn how to advocate and reduce stigma. They can become educators about mental illnesses in Amador County.
- How to become resources for other families who have family members with mental illness.

The program coordinator and program assistant will do an extensive program of outreach to identify people in the community who will benefit from the program (typically ranging from those in their late 20's and early 30's to parents and grandparents in their 60's and 70's). Participants will be carefully screened so that there are few dropouts and all participants receive the full benefits of the class. Attendance ranges from 5 to 20 people. This class will be provided once a year.

#### **The Peer to Peer (P2P) Education Program**

Peer-to-Peer consists of ten two-hour units and will be taught by a team of two trained Mentors and a volunteer support person, all of whom are personally experienced at living well with mental illness. Mentors are trained in an intensive three-day session and are supplied with teaching manuals. NAMI will compensate them for their time. Participants in this free program are individuals coping with mental illness (typically ranging from 18 to 60 years of age). Materials are appropriate for transition-age youth (18 and over) and adult age groups. This course is now offered two times per year. Graduates receive support, new connections as well as

many other tangible resources:

- An advance directive; a “relapse prevention plan” to help identify tell-tale feelings, thoughts, behavior, or events that may warn of impending relapse and to organize for intervention;
- Mindfulness exercises to help focus and calm thinking;
- Survival skills for working with providers and the general public.

The Peer Programs coordinator does an extensive program of outreach and screening to identify appropriate participants.

### **The Family Support Group**

The model used in this group offers a set of key structures and group processes for trained facilitators to use. These structures come with clear guidelines to follow, and they encourage full group participation in meetings. These are problem-solving groups, primarily for family members and caretakers and they meet once a month throughout the year. The goals of the group are to provide resources, reading materials, strategies and understanding for families learning to be more effective with their ill family member.

Attendance ranges from 5-6 to an average of 11-12 attendees each month. Phone support and consultation will be offered to family members as well as to the general public. NAMI member phone volunteers will go through a short training to answer basic questions. NAMI intends to train at least two more members so there will be a total of four or five trained members.

### **Connection Recovery Support Group**

This is a fairly new NAMI-developed peer-led recovery support group program for adults living with mental illness that is expanding in communities throughout the country. These groups provide a place that offers respect, understanding, encouragement and hope. NAMI Connection groups offer a casual and relaxed approach to sharing the challenges and successes of coping with mental illness. Groups meet weekly for 90 minutes, are free of charge, and follow a flexible structure. All groups are confidential, as with other NAMI education and support programs.

Participants will be screened via telephone, which requires significant time in addition to providing phone support to members of the public. Facilitators are trained by NAMI and must have a significant skill level and good understanding of mental illness. Two facilitators will co-lead the group and will be compensated for time spent planning groups, researching materials, and meeting with the consultant. Paid consultation for this group is planned.

### **Peer Partner Program**

In order to increase system-wide capacity, access to services, and a seamless service experience, the Peer Partner Program offers funding to contractors such as NAMI to provide stipends to peers (those with similar experiences as others being served) in their system who support others in accessing needed services. With this funding NAMI shall provide stipends to consumers/family members who provide support, transportation, and/or assistance to other consumers/family members, including but not limited to: getting to doctor’s appointments



(physical and/or mental health), navigating the social service system, or helping with other processes that support overall emotional wellbeing of the consumer/family member involved. NAMI shall provide (or engage) training for the peer partner providing support regarding healthy boundaries, confidentiality, and safety, and screen for a criminal background. Preferred stipends are \$25.00 cards from a local grocer and/or gas station in exchange for each episode of support. Episodes of support shall be logged on the attached form and turned in quarterly.

### **Target Population**

The target population for this program includes those with serious mental illness and/or emotional disturbance and their families, specifically:

- Transition Age Youth (Age 18-24)
- Adults (Age 25-59)
- Older Adults (60+)
- Veterans
- Single Parents
- Homeless

### **Program Objectives**

1. Serve at least 55 adults age 18 and over through five (5) group offerings and outreach activities.
2. Provide five (5) groups as described above with a minimum of 4 attendees for each group.
3. Show increased knowledge of mental illness, greater acceptance of circumstances, improved problem-solving skills, and greater ability to advocate on behalf of group participants.
4. Make referrals to Amador County Behavioral Health Services and other resources as appropriate.
5. Provide and post information to reduce stigma and increase awareness regarding mental health.
6. Improve overall emotional wellbeing for group and individual participants in Amador County.
7. Track and measure services provided to participants each quarter using sign-in sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
8. Participate in local meetings, forums, and events to foster collaboration and community outreach.
9. Purchase and provide at least 15 stipends each quarter to trained peers who provide support to other peers in accessing needed services; log episodes of support on the attached form and submit quarterly.

## ATTACHMENT B – FEE SCHEDULE

### Program Budget

<b>Family to Family Education Program (2016/17)</b>	
Program Coordinator stipend - 80 hours @ \$25 /hour	\$2000
Program assistants - 40 hours @ \$20/hour	\$800
Workbooks, handouts, supplies, books	\$800
Advertising, outreach	\$1500
Teacher prep time 30 hours @ \$25/hour X 2 teachers	\$1500
Mileage – 2 teachers, program coordinator, Program assistant @\$.50 /mile - one program	\$800
Transportation and lodging for teacher training (2)	<u>\$850</u>
<b>Subtotal</b>	<b>\$8,250</b>
<b>Peer to Peer Education Program (2015/16)</b>	
Program Coordinator stipend - 80 hours @ \$25 /hour	\$2000
Mentor Stipends (4) plus prep time @ \$20/hour	\$2000
Mileage - Program Coordinator, mentors	\$800
Workbooks, handouts, supplies	\$800
Advertising, outreach	\$2500
Transportation and lodging for P2P mentor training (2)	<u>\$1000</u>
<b>Subtotal</b>	<b>\$9,100</b>
<b>NAMI Family Support Group (12 months, monthly)</b>	
Facilitator transportation to group, planning meetings	\$500
Mileage – 3 facilitators@\$.50 /mile X 12 months	
Materials, books, copying for attendees	\$600
Transportation and lodging for 2 people for Family Support Group training	\$850
Advertising, materials	<u>\$1000</u>
<b>Subtotal</b>	<b>\$2,950</b>

**Connection Recovery Support Group (12 mo, wkly)**

Facilitators, coordinator, consultant transp to group, planning, Mileage – 2 facilitators@\$.50 /mile X 50 weeks	\$3000
Program Coordinator stipend – 40 hours @ \$25 /hr	\$1600
Consultation for mentors - 20 hours @ \$ 50 /hour	\$1000
Materials, books, copying for attendees	\$200
Advertising, outreach	\$1500
Transportation and lodging for Connection training (1)	<u>\$700</u>
<b>Subtotal</b>	<b>\$8,000</b>
<b>Outreach &amp; Engagement Activities</b>	
Phone support for family members, caretakers, public - 75 calls and emails	\$1000
Outreach Coordinator stipend 50 hours @ \$25/hour	\$1250
Copying, materials	<u>\$1200</u>
<b>Subtotal</b>	<b>\$3,450</b>
<b>Peer Partner Stipends</b>	<b>\$3,000</b>
<b>Administration, Planning &amp; Overhead</b>	<b>\$3,250</b>
<b>Total</b>	<b>\$38,000</b>

**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for (t NAMI (National Alliance on Mental Illness) Amador, a non-profit 501c3 (the "Contractor"), certifies as follows:

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

Federal I.D. No. or Social Security No: 87-0708427

Printed Name: Kelly Trottier Date 11/1/16

Title: President

Signature: Kelly Trottier

## ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of \_\_\_\_\_, 2016, made and entered into by and between the County of Amador and NAMI (National Alliance on Mental Illness) Amador, a non-profit 501c3 (the “Contractor”).

### RECITALS

A. Amador County has entered into the Agreement whereby NAMI (National Alliance on Mental Illness) Amador, a non-profit 501c3 (“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

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

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

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

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

1. Definitions.
  - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
  - b. Business Associate shall have the meaning given to such term under

the Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103

- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
  - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
  - 2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose PHI to perform functions, activities or services for

or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

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

- (1) The disclosure is required by law; or
- (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
- (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

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

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its

employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be require by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware, including any breach as required in Section 164.410 or security incident. In such report, the Business Associate shall:

- A. Identify the nature of the unauthorized use or disclosure;
- B. Identify the PHI used or disclosed;
- C. Identify who made the unauthorized use or received the unauthorized disclosure;
- D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;
- E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
- F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI that is created, received, maintained or transmitted by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other



representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

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

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

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

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

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

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

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

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

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

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

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

Amador County Behavioral Health  
Department ("Covered Entity")

CONTRACTOR: NAMI (National Alliance  
on Mental Illness) Amador, a non-profit  
501c3

By: Melissa Cranfill  
Melissa Cranfill  
Director of Behavioral Health Department

By: Kelly Trotter  
Kelly Trotter  
Federal I.D. No.: 87-0708427

Date: 11-9-16

Date: 11/1/16

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 11/09/2016

*agf*

From: Melissa Cranfill, Director of Behavioral Health  
(Department Head - please type)

Phone Ext. 412

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>11/22/2016</u>	

Department Head Signature *Melissa Cranfill*

Agenda Title: Amador County Behavioral Health and Victor Treatment Centers, Inc. Agreement FY 16-17

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

The Director of Behavioral Health requests the Board of Supervisors approve this agreement with Victor Treatment Centers. This is a residential treatment facility for youth and young adults with mental, behavioral, or emotional disorders.

The agreement changes the term and decreased the CAP from \$100,000 to \$75,000

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

budgeted

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

Committee Review?

N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:

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

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

CAO *al* Risk Management \_\_\_\_\_

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

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

### FOR CLERK USE ONLY

Meeting Date 11-22-16 Time 9:00 a.m. Item # 4c

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.

Department \_\_\_\_\_

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

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

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

of \_\_\_\_\_

Clerk or Deputy Board Clerk

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and VICTOR TREATMENT CENTERS, INC., a California corporation

### 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 residential 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 residential treatment to residents of Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2016 through June 30, 2017. County reserves the right to

terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

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

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

6. SUPERVISION OF THE WORK.

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

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

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that

it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are

legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

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

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall 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 (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability - (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

If the Contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

- 11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to [risk@amadorgov.org](mailto:risk@amadorgov.org). Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 11.3 Certificates of insurance and policy endorsements 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.

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

- 11.4 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.



- 11.5 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the work. If any deductible or self-insured retention is deemed unacceptable 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. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Contractor is unable to or refuses to pay the self-insured retention.
- 11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 12. Workers' Compensation Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, 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. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, or agents.

A Certificate of Exemption from Workers' Compensation Laws form is available for those with no employees.

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.

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

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

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

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

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

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

To Contractor: VICTOR TREATMENT CENTERS, INC.  
1360 E. Lassen Ave  
Chico, CA 95973

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 form 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.

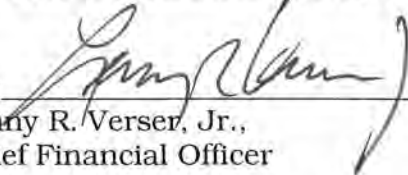
27. Disclosure of Ownership. Contractor agrees to comply with all applicable provisions of 42.C.F.R sections 455.100 through 455.106 as it relates to disclosure of 5% ownership interest.

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

COUNTY OF AMADOR

Contractor  
VICTOR TREATMENT CENTERS, INC.

BY: \_\_\_\_\_  
John Plasse  
Board of Supervisors

BY:  \_\_\_\_\_  
Lenny R. Verser, Jr.,  
Chief Financial Officer

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**

### **VICTOR TREATMENT CENTERS FISCAL YEAR 2016-2017**

#### **A. Program Description**

##### **Purpose, Population, Methods, and Goals**

Victor Treatment Center's (Victor) (RCL 14) purpose is to provide a healthy, healing alternative strength-based services oriented living environment for severely emotionally disturbed youth and young adults. For the purpose of this document youth include children who range latency to non-minor dependents. As a result of a mental, behavioral, or emotional disorders these youth exhibit emotional, cognitive, and/or behavioral functioning which is so impaired as to interfere substantially with their role or functioning in their family, school, or community activities.

VTC serves severely emotionally disturbed youth (male and females) who range in age from 6-18 (non-minor dependents- NMD) based upon the initial assessment and the appropriate placement availability at each site. Youth sharing a home with a NMD youth will be no more than 5 years younger. Each site and each home at the sites place youth with similar needs and level of functioning together. All NMD youth placed must agree to the Shared Living Agreement signed at placement in order to maintain placement. Due to the complexity of the placement assessment and matching with openings, VTC does not take emergency placements.

Victor offers a wide variety of specific services geared towards the youth's assessed needs. Victor works extensively in conjunction with programs such as regional services, drug and alcohol, transition aged services, probation, mental health, social services, and school districts. Our residential programs are offered in the following three California based locations: Redding, Stockton and Santa Rosa.

The primary goal of our program is that every youth served will graduate from the program and transition successfully into the community and/or step down to a less restrictive setting. It is within our community-based residential homes that youth learn daily living skills, values, and social skills in a relationship based cooperative environment. Victor's program provides intensive stabilization, life and social skill development, enhanced intensive family connections work, and support in a trauma informed environment. Staff and youth work together as a team to practice the essentials of positive social relationships and self-care within a common living situation. A rich staff to youth ratio (1:3) in a home-like atmosphere provides a safe, consistent and predictable structure allowing each individual youth to grow at their own pace and according to their personal abilities.



A Non-Public School Education (NPS) option is offered at each of North Valley School Sites (Redding, Santa Rosa, Stockton), which is operated by Victor, for those children who qualify through their Individualized Education Plan (IEP).

Services offered include, but are not limited to:

- Positive values-based program which focuses on restorative relationship building
- Intensive supervision
- Comprehensive treatment planning with an individualized strength-based approach.
- Social Skill development
- Aggression Replacement Training (*ART*),
- Structured Psychotherapy for Adolescents Responding to Chronic Stress (*SPARCS*)
- Cognitive Behavior Therapy (CBT)
- Trauma Focused Cognitive Behavior Therapy (TFCBT)
- *Why Try*
- Life Skills assessment and development
- *The Toolbox*
- Equine-Assisted Therapy ( *Equine Assisted Growth and Learning Association* trained therapists (*EAGALA*))
- Applied Behavioral Analysis
- Job skill development/search/coaching
- Standards-based school curriculum (All three North Valley Schools – WASC accredited)
- Inclusive case management
- Family Search, building and maintaining life-long connections
- Medication Support Services
- Specialty Mental Health Services
- Therapeutic Behavioral Services
- Intensive Home Based Services
- Intensive Care Coordination
- Life Long Connections
- Humane Society "*Forget Me Not*"
- *FAMILY Rules* Parenting Workshops
- *Love and Logic*

Victor's highly trained interdisciplinary team of psychiatrists, licensed clinical staff, and residential counselors follow an individualized treatment plan to assure each youth an opportunity to have a successful experience.

Individual, group and family therapy is made available within the structure of the residential program and specialty Mental Health Services are offered as authorized by the placing county. Victor embraces a family driven care model, and seeks to include the family and/or family support people in every aspect of each youth's care.

Victor Treatment Center, with a Rate Classification Level 14, is a residential milieu program that is specifically designed to teach social skills, values, enhance community involvement develop personal health and safety education; develop leisure skills training and independent living skills.

All youth referred to Victor Treatment Centers are first screened by an interagency screening committee or IEP team to determine qualifications for eligibility for program services. Each youth must be certified by their local Mental Health Department as qualified for a Level 14 program and/or the IEP team placing the youth must determine the youth's eligibility as Seriously Emotionally Disturbed and note the need for a level 14 program on their IEP. The individual youth is then assessed by a Victor mental health professional, through application and interview.

Assessments are made at intake to determine social needs, and eligibility for specialty Mental Health Services. A psychiatric evaluation is completed to assess the current need for psychotropic medication. An educational assessment is completed within the school environment to assess the special education needs. When necessary a psychological evaluation is completed. As a result of these assessments and evaluations a comprehensive treatment plan is developed.

The treatment plan is reviewed, evaluated, and renewed at least every 90 days, and youth are reassessed annually. This review is completed by an interdisciplinary team consisting of the residential staff, clinical staff, education staff, parents and placement officials, and most importantly, the youth.

### **Planned Activities/Use of Community Resources**

Each youth is involved in social and recreational activities as an integral part of the treatment program.

After school activities include recreation and leisure time activities such as team sports, individual sports, table games and community outings. Community resources are utilized including informal recreation programs, libraries, and church youth groups. Outings include camping, backpacking, and out-of-town excursions, etc.

Off-site recreation and socialization activities are geared for the specific population. Each youth is assessed for their ability to control their own impulses and follow staff direction to determine eligibility for involvement.

Many youth, referred to Victor, have been previously assessed for Special Education. When students experience problems in their school setting, who are not currently on an IEP, a request for an assessment by the school study team may be made. It is anticipated that students determined to be eligible for special education services at a non-public school will be enrolled in North Valley School, to benefit from the level of intense integration between the school and the residence. The final determination for school attendance lies with the IEP team. All students are considered, on an ongoing basis, for mainstreaming to the public education system.

According to the abilities and interests, a non-minor dependent (NMD) shall be entitled to select and participate in activities of his/her own choosing.

### **Special Services/Programs Offered**

#### **Equine Therapy (Redding)**

The mission of the Horse Program is to take advantage of the healing power of nature and the kinesthetic metaphor presented by human-animal interaction in order to restore trust, balance, self-esteem, and build confidence.

There are two separate components to the Horse Program. Horse group is offered with a combination of community students and residential students. Horse Club is then offered after school to the residential youth only. Horse Club is offered three afternoons a week to residents of three houses at a time. Both components deal with therapeutic issues and referrals are made by the youths' therapists or the Director of Student Services at North Valley School.

Clinicians who provide Equine Assisted Psychotherapy are trained through the Equine Assisted Growth and Learning Association (EAGALA) which is the international standard-setting and training organization for Equine Assisted Psychotherapy.

#### **Aggression Replacement Training (A.R.T.) (Stockton, Santa Rosa and Redding)**

Aggression Replacement Training® (ART®) is a multimodal psycho educational intervention designed to alter the behavior of chronically aggressive adolescents and young children. The goal of ART® is to improve social skill competence, anger control, and moral reasoning. The program incorporates three specific interventions: skill-streaming, anger-control training, and training in moral reasoning. *Skill-streaming* uses modeling, role-playing, performance feedback, and transfer training to teach pro-social skills. In *anger-control training*, participating youths must bring to each session one or more descriptions of recent anger-arousing experiences (hassles), and over the

duration of the program they are trained in how to respond to their hassles. *Training in moral reasoning* is designed to enhance youths' sense of fairness and justice regarding the needs and rights of others and to train youths to imagine the perspectives of others when they confront various moral problem situations.

The program consists of a 10-week, 30-hour intervention administered to groups of 8 to 12 students three times a week. The 10-week sequence is the "core" curriculum, though the ART<sup>®</sup> curriculum has been offered in a variety of lengths. During these 10 weeks, participating youths typically attend three 1-hour sessions per week, one session each of skill-streaming, anger-control training, and training in moral reasoning. The program relies on repetitive learning techniques to teach participants to control impulsiveness and anger and use more appropriate behaviors. In addition, guided group discussion is used to correct antisocial thinking.

### **Structured Psychotherapy for Adolescents Responding to Chronic Stress (S.P.A.R.C.S.) (Stockton)**

*Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS)* has been rated by the CEBC in the area of Trauma Treatment for Children. **SPARCS** is a present-focused group intervention for adolescents who have experienced chronic trauma and have developed problems functioning in the following areas: affect regulation and impulsivity; dissociation; self-perception; relations with others; somatization (conversion of anxiety to physical symptoms); and systems of meaning (having a purpose and a hopeful future). **SPARCS** is primarily cognitive-behavioral based and teaches skills to both foster resilience and enhance group members' current strengths. Overall goals of the program are to address the three Cs: enhance the adolescent's ability to Cope more effectively in the moment, Cultivate consciousness, and Create connections and meaning.

### **Cognitive Behavior Therapy (C.B.T.)**

Cognitive Behavioral Therapy (CBT) is a psychotherapy based on modifying cognitions, assumptions, beliefs and behaviors, with the aim of influencing disturbed emotions. The general approach, developed out of behavior modification, Cognitive Therapy and Rational Emotive Behavior Therapy, has become widely used to treat various kinds of neurosis and psychopathology, including mood disorders and anxiety disorders. The particular therapeutic techniques vary according to the particular kind of client or issue, but commonly include keeping a diary of significant events and associated feelings, thoughts and behaviors; questioning and testing cognitions, assumptions, evaluations and beliefs that might be unhelpful and unrealistic; gradually facing activities which may have been avoided; and trying out new ways of behaving and reacting. Relaxation and distraction techniques are also commonly included. CBT is widely accepted as an evidence- and empiricism-based, cost-effective psychotherapy for many disorders and

psychological problems.

### **Trauma Informed Cognitive Behavior Therapy (T.F.C.B.T.) (Stockton)**

*Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)* has been rated by the CEBC in the area of Trauma Treatment for Children. **TF-CBT** is a conjoint youth and parent psychotherapy model for youth who are experiencing significant emotional and behavioral difficulties related to traumatic life events. It is a components-based hybrid treatment model that incorporates trauma-sensitive interventions with cognitive behavioral, family, and humanistic principles.

### **Applied Behavior Analysis (Redding)**

Applied Behavior Analysis is defined as the science in which tactics derived from the principles of behavior are applied systematically to improve socially significant behavior and experimentation is used to identify the variables responsible for change. The seven dimensions of ABA; application, a focus on behavior, the use of analysis, a technological approach, conceptually systematic, effective, and generality. Applied behavior analysis now encompasses treatments in applied settings in things as varied as leisure skills development, improving sports performance, increasing exercise, and other areas

### **“Why Try”**

The Why Try Program is a simple, hands-on curriculum which helps youth overcome their challenges and improve outcomes in the areas of truancy, behavior, and academics. Why Try teaches critical social and emotional principles to youth using a series of ten pictures (visual analogies) which each teach a principal, such as resisting peer-pressure, or that decisions have consequences. The visual components are then reinforced by music and physical activities. The major learning styles—visual, auditory, and body-kinesthetic—are all addressed.

### **Values Development**

**CHARACTER COUNTS!** is an ethical program designed for the purpose of bringing together, into a public setting, a common ethical language. It touches youth, the home, the community, and city at large. It creates a moral awareness in the development of character, producing a community sensitive to transcendent values. This ethical ideal is

based on qualities, highly regarded in all communities of the world, from the past to the present, and is the foundation upon which a credible democracy is based. The ethical values used in the CHARACTER COUNTS! Program at Victor Treatment Center focuses on the qualities of trustworthiness, respect, responsibility, fairness, caring, and good citizenship.

### **Social Skills and Life Skills Training (Special focus for NMD youth)**

The Ansell Casey Life Skills Assessment (ACLSA) is a measure of life skills acquisition, available in youth self-report and caregiver report formats. For each format, there are four age-related levels: Level I (8-10 years), Level II (11-14 years), Level III (15-18 years), and Level IV (19 years and older). This service is available to all youth including the non-minor dependents. The youth format contains items to measure self-reported knowledge and behaviors, as well as a brief performance section to test actual knowledge of life skills. The caregiver form asks a parent or other adult to rate the youth on the same set of knowledge and behavior items used in the youth self-report.

Victor identifies learning goals, expectations, and activities for 30 life skills areas.

Descriptions of the domains are as follows:

- ☐ **Daily Living Skills** includes skill areas used on a daily basis like nutrition, menu planning, grocery shopping, meal preparation, kitchen cleanup and food storage, home management, and home safety.
- ☐ **Housing and Community Resources** addresses skill areas needed for a youth to make a positive transition into the community. This domain includes housing, transportation, and community resources. While the learning goals included within housing are targeted for young adults ages 19 and older, it is recognized that some young adults begin transitional living programs as young as age 16, and thus these learning goals need to be considered for younger youth as well.
- ☐ **Money Management** focuses on skill areas that help youth make sound financial decisions, both now and in the future. This domain includes beliefs about money, savings, income tax, banking and credit, budgeting/spending plan, and consumer skills.
- ☐ **Self-care** includes skill areas that promote a youth's healthy physical and emotional development. This domain includes personal hygiene, health, alcohol, drugs, tobacco, and sexuality.
- ☐ **Social Development** focuses on skill areas necessary to relate to others both now and in the future. This domain includes personal development, cultural awareness, communication, and relationships.

□ **Work and Study Skills** addresses skill areas needed to help youth complete their educational programs and pursue careers of interest. This domain includes career planning, employment, decision-making, and study skills.

### ***The Toolbox*** **(Santa Rosa)**

The Toolbox Project at North Valley School is a curriculum that support youth in acquiring the necessary social and emotional skills and vocabulary they need to be successful at home, in school, and in the community. At the heart of the curriculum is the Toolbox, a set of 12 essential Life Tools. These simple, and yet powerful and concrete metaphors provide a consistent, common language which establishes a common ground among students and throughout the school community. The youth are introduced to these basic life skills/tools and common language through literature, art projects and class discussions, youth then deepen their understanding through role playing. The Toolbox Project offers youth the opportunity to develop their sense of self, greater self-awareness, improved confidence, and the skill/tools enabling them to make health oriented choices in their lives.

### **Life-Long Connections**

Life-long connections is a program in which a search is done to find family and friends from the youth's past which are willing to provide some sort of life long connection for the youth. Historically, many of our youth do not have anyone to connect to once they leave treatment. It is our commitment through this program that youth involved will have people they know and love as a support system (no matter how big or small) to be a support person throughout their lives. Through this program the youth involved learn about their families including family history, family trees, and even discovering family members they never knew existed.

### **Love and Logic** **(Redding)**

Training youth to develop responsibility while putting the fun back into parenting are the goals of a parenting method known as Love and Logic™ parenting. The Love and Logic™ system has been described and advanced by Jim Fay, a former school principal and renowned educational consultant; Charles Fay, Ph.D., a child psychologist; and child psychiatrist Foster Cline, M.D.

The idea behind the Love and Logic™ theory is this: parents should provide an atmosphere of love, acceptance, and empathy, while allowing the natural consequences of a youth's behavior and actions do the teaching. This should happen in the early years, when the consequences of the inevitable less-than-perfect choices are not too severe or damaging. By the time the youth reaches adulthood, he or she is equipped with the decision-making skills needed for adult life. The method also teaches insight

into parenting styles and how our own parenting styles can, inadvertently, sometimes rob a youth of the ability to grow up making good decisions for him/herself. It is applicable to all children from toddlers to teens.

The Love and Logic™ method advocates offering choices that are acceptable to the parent, so it isn't about letting three year-olds choose whether they want to play in the street or the fenced yard and letting them suffer the dire consequences of a poor decision. Instead, the parent is encouraged to offer youth a range of age-appropriate and acceptable choices in order to experience the teaching value of their decisions.

### **Job Skill Search/Development/Coaching**

Workability is a training program for special education students ages 16-22 at North Valley Schools. It is designed to promote career awareness and exploration while students complete their secondary education program. The mission of Workability is to promote the involvement of key stakeholders including students, families, educators, employers and other agencies in planning and implementing an array of services that will culminate in successful student transition to employment, lifelong learning and quality of life. Victor provides youth with opportunities for job shadowing, paid and non-paid work experience and ongoing support and guidance.

### **Transitional Age Youth Services (NMD)**

On a case by case situation, Victor Treatment Services will serve foster youth over the age of 18 (non-minor dependents) as defined by the Welfare and Institutions Code. These youth will be enrolled in school and meet the qualification requirements specified in Welfare and Institutions Code section 1605.1. These youth will be expected to honor the rules of the household and sign a Shared Living Agreement at placement. However, their support structure will focus on developing responsible independence. Due to the fact that the youth are legally adults, they will be expected to be compliant with their treatment plans. No physical interventions will be utilized when working with the youth over the age of 18. There is no tolerance for dangerous behavior that is directed towards other youth placed in the program or the staff providing support and guidance. The treatment plan for non-minor dependents will be uniquely designed to focus on their goal of a successful transition from residential treatment into the broader community.

### **Specialty Mental Health Services**

Victor provides assistance in improving, maintaining, or restoring functional skills, daily living skills, social, leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education. Life skill activities are designed to enable the youth to overcome the limitations due to the mental disorder and



teach the youth to perform these activities for themselves. Activities include teaching a youth to shop, prepare and eat meals, planning social activities with the youth consistent with the youth's socialization goals and encouraging/monitoring the youth's participation in these activities. Our therapeutic activities are designed to enable the youth to overcome the limitations due to the mental disorder and teach the youth to function in age appropriate manner without the need for redirection or intervention.

The youth who receive services from Victor have a major mental disorder which causes functional impairment in multiple areas of their life and interfere with their development of life, social, and emotional skills. Furthermore, the symptoms and impairments that result from their disorders require each youth to learn adaptive skills for their healthy development and transition to less intensive community based support.

Victor utilizes each youth's comprehensive bio-psychosocial assessment as the basis to identify the skills to be targeted that will ameliorate their condition. The Ansell Casey Life Skills curriculum will further specify the youth's specific skill deficits that are necessary for their development and functioning. These skills will be incorporated into are added to their treatment plan goals. Youth will receive individual rehabilitation skill instruction and practice on a weekly basis. These medically necessary services will be provided and monitored until the child's symptoms have been reduced. Services will be terminated when there is low probability of a significant deterioration of the youth's condition if services are withdrawn.

### **Therapeutic Behavioral Services**

Therapeutic Behavioral Services (TBS) is an intensive, individualized, one-to-one, short-term service for those qualified youth who are experiencing a stressful transition or life crisis and need additional short-term specific support services to accomplish outcomes specified in their written treatment plan. For our youth to be eligible for TBS, the placing county and the Victor treatment team must find either that it is highly likely that without the additional short-term support of TBS, the youth will need placement in an acute psychiatric hospital inpatient service, psychiatric health facility service, or crisis residential treatment service, or the youth needs the additional support of TBS to enable a transition to a lower level

### **Medication Support Services**

Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications that are necessary to alleviate the symptoms of mental illness. Victor's Psychiatrists evaluate the need for medication; it's clinical effectiveness side effects, instruction in the use, risks and benefits of, and alternatives for medication. Medication support services include collateral and plan development related to the delivery of the service and/or assessment of the child, prescribing,

administering, dispensing and monitoring of psychiatric medications and medication education.

## Risking Connection

When a child depends on an adult for nurturance, safety, and love, he or she should not be taking a risk. After betrayal, making connections requires risking disappointment at minimum, if not shame, loss, and further trauma. Traumatized children become skilled at pushing away relationships to avoid more disappointment. In adulthood, many of the youth served at Victor continue to find it risky to connect with others as well as make connections between their past and their present, their thoughts and feelings.

To heal, a traumatized youth must risk connecting with caring adults who are different (enough) from those of his or her past. Yet, there are many reasons why youth would not take that chance. Over time, however, through the experience of RICH<sup>®</sup> relationships—those that demonstrate Respect, Information, Connection, and Hope—youth can learn to trust in caring adults and move beyond the wounds of the past.

*Risking Connection*<sup>®</sup> is a foundational trauma training program, rooted in relational and attachment theory. It provides a framework for understanding the wide array of trauma-based symptoms and behaviors that cause people to surface for help in various mental health and addictions settings. Because it is foundational, *Risking Connection*<sup>®</sup> training complements and enhances treatment techniques used with traumatized clients, such as Dialectical Behavior Therapy (Linehan), EMDR (Shapiro), Exposure (Foa), and Trauma-Focused Cognitive Behavior Therapy (Cohen, Deblinger, and Mannarino).

*Risking Connection*<sup>®</sup> was commissioned by the states of Maine and New York to train public mental health system staff at all levels to provide trauma-informed treatment to clients. Since its inception, the program has been implemented in independent living programs, psychiatric hospitals, residential treatment, criminal justice settings, outpatient mental health, among other settings.

*Risking Connection*<sup>®</sup> is unique in several respects:

- It is a philosophy of treatment rather than a treatment technique.
- It is for staff at all levels of training and creates a common language among staff to speak about trauma within treatment settings.
- It stresses the direct link past traumatized attachment and current relationships with treatment staff. In essence, since youth have been hurt in relationships, supportive nurturing relationships are critical to healing. Therefore, every person who has contact with youth in a treatment setting is doing “trauma treatment.”
- It asserts that treating traumatized people also poses risks to those providing treatment, namely the risk of vicarious traumatization. In this model, respect for, and care of, **both** youth and clinician or counselor are viewed as vital.

- It acknowledges that strong feelings are inevitable in clinician or counselor working with traumatized youth. Thus the program, helps clinician or counselor learn how to use those feelings to promote healing.

### **Community Volunteer Programs**

Each Victor program encourages youth to volunteer in a variety of community environments, including animal shelters, nursing homes, parks and recreation facilities, road side clean-up, and graffiti eradication.

Humane Society “Forget Me Not” Program (Santa Rosa).The Forget Me Not Farm teaches compassion and respect for all animals through an Animal Assisted and Garden Therapy program for at-risk children and youth, who have suffered from abuse and neglect. Youth learn about the animal’s history, learn how to care for them by cleaning their stalls, feeding them, tending to them by grooming, bathing and interacting and walking them. Youth learn the full circle of gardening life by progressing from seedlings to planting and tending to gardens and by harvesting and clearing gardens over again. Youth plant trees build cages and stalls, collect eggs, and develop team building and cooperative living skills. Youth interact with volunteers and the staff of the program, developing healthy relations with them as they bond through experiences together.

Skills learned at the Farm can be transitioned into careers in horticulture, landscaping and animal care. The Farm experience empowers youth, helping them to feel alive and hopeful about their future. It promotes deep, sustained healing for youth living with and/or exposed to violence.

### **“FAMILY Rules” Parenting Workshops**

The “FAMILY Rules” is a system based in CBT and modification which is easy to understand and implement. It was written by Dr. Matthew Johnson. It is flexible and reflects the family’s morals and values as families create their own rules that reflect their culture, and values. It avoids power struggles and emphasizes role modeling, making amends, recognizing and supporting appropriate behavior, incorporates good habit formation, supports an environment of praise and avoids punishment.

Positive Parenting with a Plan (FAMILY Rules) Workshop is a 6 hour seminar that takes place over three nights. The workshop offers parents important parenting principles and disciplinary interventions for their homes. These principles and interventions are imbedded in a complete system of organization and structure, FAMILY Rules, which students need to be successful. Families Fashion a list of family rules for their home; Add Good Habit cards (the consequence from violating rules); Mix in responsibilities and rewards; Love and encouragement every day; and Youth residential treatment if needed. When this system of FAMILY rules is implemented correctly and

consistently parents and students are able to begin seeing the problematic behaviors for what they are. Parents are able to let go of the emotion previously connected to these behaviors and apply consistent consequences for those behaviors. The students receiving the consistency learn from, and take responsibility for, their behavior. FAMILY Rules also implements positive rewards through its unique behavioral modification program. The FAMILY Rules system directs families through clear communication about rules and moves these families out of conflict interactions into clearer communication in general. Clearer communication within the family promotes respect for one another and improved family relationships.

#### New Katie A Subclass Codes

Intensive Care Coordination (ICC) – facilitate assessment of, care planning for and coordination of services, including urgent services for members of the Katie A. subclass. Includes assessing, service planning and implementation; monitoring and adapting; and transition (Code 577).

Intensive Home Based Services (IHBS) – individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning and shall be aimed at helping the child/youth build skills necessary for successful functioning in the home and community and improving the child/youth successfully function in the home and community (Code 557).

#### Medical/Dental

Each program has a professional relationship with medical and dental professionals in the community. Each program has one staff available that is responsible for assuring initial and follow-up appointments are scheduled and coordinating transportation to those appointments.

Youth are assisted in the self-administration of medication. All staff persons are trained in the administering of medication.

Each youth has consent for medical treatment in their case file signed by their authorized representative.

Each facility has posted in a prominent place the name and telephones number of the emergency medical care and dental care provider.

Psychiatric emergencies are handled through local contract and/or agreement.

For non-minor dependent with a health condition that requires prescription or non-prescription medication. Facility staff shall assist the non-minor dependent with the self-administration of medication and injections if permitted by his/her physician. Documentation of the administration of the medications will be maintained by the Licensee. The program staff will ensure that the non-minor dependent stores medication in a manner that ensures the safety of others in the facility.

## **Transportation**

For non-minor independents, they are permitted, unless otherwise stated in his/her Transitional Living Plan, to arrange for his/her own transportation. If the licensee provides transportation to a non-minor dependent at the request of him/her then the licensee shall ensure that the persons who transport a non-minor dependent use vehicles that are in safe operating condition.

## **B. Admission/Assessment/Discharge Policies and Procedures**

### **Admission/Intake**

Information regarding the youth's bio-psychosocial history is reviewed by the Client Services Coordinator to determine whether Victor can provide the services necessary to meet the youth's needs.

If the youth is accepted for placement, the following requirements shall be met:

- 1) An admission agreement shall be completed and signed.
- 2) The administrator or his/her designee and the youth and his/her authorized representative shall sign copies of the removal/and or discharge policies and procedures and the complaint procedures.
- 3) Information to complete the youth's intake file shall be obtained.
- 4) Needs and services plan is developed.

For the intake of a non-minor dependent the following procedures apply:

- 1) Prior to a new placement of a non-minor dependent in the facility, the administrator or Client Services Coordinator shall jointly with the person or agency responsible for placing the non-minor dependent, such as a social worker or probation officer, complete a pre-placement appraisal in regard to the non-minor dependent which includes the following:
  - a. Confirmation that the non-minor dependent does not pose a threat to other youth in the residential treatment program.
  - b. Overall health history including any dietary limitations and prescribed medications.
  - c. Physical and developmental disabilities.
  - d. Mental Health and mental conditions
  - e. Social factors which includes interests, preferred activities and dislikes.
  - f. The appraisal shall specify the ability of Victor to meet the needs of the non-minor dependents.
- 2) If a non-minor dependent is accepted into the residential treatment program then the Client Services Coordinator shall:
  - a. Obtain intake information about the non-minor dependent to be maintained in the records from the person or agency responsible for placing the non-minor dependent.
    - i. If the information is not completed by the person or agency responsible for placing the non-minor dependent there shall be records of telephone requests and written requests for the information to the person or agency responsible for placement.
    - ii. If the information requested is not received from the person or agency responsible for placing the non-minor dependent within 15 days the Client Services Coordinator obtain the information from other sources if at all possible.

- 3) Request the Health and Education Passport, any Needs and Services Plan, and the Transitional Independent Living Plan for the non-minor dependent from the person or agency responsible for placing the non-minor dependent if they are not immediately provided.
- 4) Complete the Needs and Services Plan for the non-minor dependent.
- 5) Non-minor dependents are notified of their personal rights.
- 6) If at any time after the non-minor dependent is placed in the facility, the administrator or social work staff persons determine that the facility cannot continue to provide the necessary services the discharge procedures.
- 7) According to Title 22, 84468.2, a non-minor dependent shall not be subject to criminal record clearance as specified in the Health and Safety Code 1502.7, subsection (b) (2).

### Needs and Services Plans/Assessments

Clinical staff shall obtain the information specified in Section 84070, and shall develop an individual needs and services plan for the youth which meets the following requirements:

- 1) Reason for placement
- 2) Education – including the method for determining needs if they are not specified.
- 3) Training
- 4) Personal Care and grooming
- 5) His/her ability to manage their own money, including the maximum amount of money the youth shall be permitted to have in his/her possession at any one time
- 6) Visitation, including the frequency of and any other limitation on visits to the family residence and other visits inside and outside of the Victor Treatment Center.
- 7) Other specific services including services to parents/guardians.

The Needs and Services plan shall include the following information regarding services necessary to meet the youth's needs:

- 1) Types of services necessary.
- 2) The program's ability to provide the services based upon the following:
  - a. Purpose, program methods and goals of Victor Treatment Centers.
  - b. Admission policies and procedures.
  - c. Services provided by the facility in cooperation with community resources.
- 3) Planned length of placement including the discharge plan.
- 4) Financial arrangements for the provision of services.

The youth and his/her authorized representative are involved in the development of the needs and services plan.

The Needs and Services Plan shall be updated at least every six months.

#### Needs and Services Plan for Non-minor dependents

- 1) The Needs and Services Plan for non-minor dependents will be consistent with the Transitional Independent Living Plan which is also developed if there is not one that accompanies the placement.
- 2) The non-minor dependent shall participate in the development of the Needs and Services Plan.
- 3) The Needs and Services Plan shall contain the following:
  - a. Planned length of placement including the discharge plan for the non-minor dependent.
  - b. The information specified in the Needs and Services Plan as specified above in the Youth's plan.
  - c. The information required by the Welfare and Institutions Code section 16501.1 subsection(c) (1)
    - i. Consideration of the full range of placement options and specify why admission to, or continuation in a group home placement is the best choice at the time to meet the needs of the non-minor dependent.
    - ii. Explanation of how the placement will contribute to the non-minor dependent's transition to independent living.
    - iii. Specification of treatment strategies that will be used to prepare the non-minor dependent for discharge to a less restrictive setting, including a target date.
    - iv. Review of the placement regularly to ensure that the placement in the group home remains in the best interest of the non-minor dependent and that progress is being made toward the independent living goals.
- 4) Needs and Services plan shall be signed by the non-minor dependent, the Clinician, and the person or agency responsible for placement.

### **Discharge/Transition/Removal**

Discharge and Transition Planning are integral parts of the treatment planning process starting at intake. Each individual is aware of their specific goals of treatment and objectives by which eligibility for transition is established. The objectives are individualized for each youth based on their specific circumstances and treatment needs.

The individual, parent/caregiver and authorized representative are an integral part of the discharge and transition planning process.



Criteria considered to be eligible for discharge include, but are not limited to:

1. attainment of the highest level of functioning for the individual
2. completion of the client plan and completion of treatment goals
3. mainstream to public school
4. ability to actively participate in community activities
5. attainment of majority status (legal adult) and/or legal emancipation and mutual decision with the NMD youth
6. graduation from high school and/or completion of a program providing employment skills
7. inability to utilize and/or participate or fulfill commitment to the program
8. repeated behavior that puts oneself or others in dangerous situations

In the case of #7 and/or #8 the authorized representative is given at least a seven-day notice of transitions. In most cases this follows numerous attempts, in collaboration with the authorized representative, to resolve the problem.

The youth and their authorized representative shall receive copies of the discharge procedures. Signed copies of the policies and procedures are maintained in the youth's file.

### **Emergency Discharge**

Emergency discharge shall occur when the youth is found to be a danger to themselves or others. This transition is usually to an inpatient hospital or juvenile hall. In most cases the authorized representative is notified in advance of the pending problem and possible transition. In cases of extreme emergency the individual is removed in advance of notification of the authorized representative.

### **Discharge/Removal of Non-minor Dependents**

Policies and procedures for discharge of non-minor dependents shall be signed by the non-minor dependent and the Client Services Coordinator at the time of placement. This signed copy shall be maintained in the records of the non-minor dependent.

An emergency removal of a non-minor dependent from the facility does not require 7 days prior written notice. Under emergency circumstances a non-minor dependent may be removed from the facility by the person or agency responsible for placing the non-minor dependent for the following:

- 1) Removal by law enforcement officers when a non-minor dependent is arrested.
- 2) Removal becomes necessary when the health and safety of the non-minor dependent or others in the facility is endangered by his/her presence.
- 3) Removal for emergency medical or psychiatric care.

If a non-minor dependent is removed under the emergency circumstances, facility staff

shall inform the non-minor dependent, the person or agency responsible for placing the non-minor dependent, and the licensing agency that the non-minor dependent shall be or has been removed from the facility.

At the request of the non-minor dependent or at the discretion of the administrator a non-minor dependent may be discharged from the facility with a 7 days written notice prior to discharge.

Reasons to discharge a non-minor dependent include but are not limited to the following:

- 1) The non-minor dependent reaches the age cap specified in the Welfare and Institutions Code section 11403, subsection (a)
- 2) The licensee is no longer able to meet the needs of a non-minor dependent.
- 3) There is a change of license for the facility.

If it becomes necessary to discharge a non-minor dependent from the facility with 7 days written notice prior to discharge, the administrator shall:

- 1) Inform the non-minor dependent, the placing agent, and the licensing agency.
- 2) Provide written notice to the non-minor dependent that she/he will be discharged.
- 3) Provide a copy of the written notice to the placing agent and the licensing agency on the same day the 7 day notice was given.
- 4) State the reason for the discharge in the written notice, with specific facts about any circumstance or event that results in the decision to discharge the non-minor dependent.
- 5) If the non-minor submits a complaint regarding the facility's decision to discharge him/her, then the licensing agency shall investigate the reason for the discharge.

After a non-minor dependent youth either graduates from high school or reaches his 19th birthday (whichever is earlier) he/she will be discharged unless he/she satisfies the conditions of the group home placement (residential treatment) as specified by Community Care Licensing Regulations. The residential treatment placement may function as a short-term transition to a specified appropriate level of care.

### **Visitation Rules and Policy**

Victor Treatment Center believes that family involvement in the treatment process is critical to positive long-term success of the youth and their families. Coordination of family contact and visitation is a significant treatment plan goal. Family contact is coordinated with Victor staff, the authorized representative and the family. Visits are coordinated, by clinical staff, on an individual basis with the family. If needed, family visits may begin on the grounds of the program with clinical staff in attendance and gradually work toward overnight home visits. This progression is individualized for each youth. Our goal is to enhance, maintain, and establish life-long connections for the youth we serve through family therapy, visitation, seeking family support members and

eventual transition.

Visiting hours are available each evening and are generally scheduled in advance. However, unannounced visits are allowed, but not encouraged, given the vulnerability of our youth. Victor is committed toward family reunification and will work with any family member indicated by the authorized representative.

Visits with other relatives and friends are encouraged and supported as approved by the authorized representative.

Visitation allowances and limitations shall be designated in the needs and services plan.

Visitation for non-minor dependents is permitted and privacy is allowed for them to visit with those they choose, as long as the safety of all youth in the residence is not compromised.

### **House Rules**

All persons associated with Victor Treatment Center have the right to be treated with dignity and respect at all times. This includes youth, staff, and all visitors. Personal Rights are reviewed with all youth at the time of admission.

In addition to honoring the personal rights of each youth, the following house rules are expected to be honored. The following behaviors are not acceptable and will not be tolerated:

1. Violent behavior towards yourself, others or property.
2. Drugs, cigarettes, alcohol, and contraband possession.
3. Sexual activity between residents of the house and staff and/or visitors.
4. Disrespect towards one's culture, religion, or nationality.
5. Use of abusive or threatening language.
6. Being in possession on knives, razor blades, any sharp object having the potential to cause injury, lighters, matches, lighter fluid, aerosol cans, paint, glue or any other potentially dangerous items.

Personal rights of non-minor dependents include the right to acquire, possess, maintain, and use adequate personal items. These shall include, but are not limited to the non-minor dependent's own:

- Clothing
- Toiletries and personal hygiene products
- Furnishings, equipment, supplies for his / her personal living space in accordance with his/her interests, needs and tastes (as long as no items present a danger to the other youth living in the residence)

- Vehicle if purchased and maintained by the youth.
- Food of his/her own choosing.
- Medical, dental, vision and mental health care and related services at his/her discretion
- Privacy for visitors

A non-minor dependent shall have access to his/her record or file that is maintained by the licensee in a manner that ensures the confidentiality of the other records in the licensed facility and ensures the integrity of the records or file.

If developmentally appropriate for and upon the request of a non-minor dependent, the licensee shall assist the non-minor dependent in obtaining his / her own records. A complete and up to date file however is the responsibility of the licensee.

Telephones/Internet Service for non-minor dependents:

- 1) Telephone service in the facility shall be readily accessible to a non-minor dependent.
- 2) If the licensee subscribes to an Internet service, it shall be readily accessible to a non-minor dependent in the facility.
- 3) A non-minor dependent may be permitted to, if developmentally appropriate, and by arrangement with the licensee, has a personal land line or cellular telephone service or a personal computer for internet access in the facility.

In ensuring the rights of a non-minor dependent, the licensee is not required to permit or take action that would infringe on the rights of the other residents or impair the health and safety of the non-minor dependent or others in the facility.

### **C. General Policies Affecting Youth Placed**

#### **Discipline Policies**

If a non-minor dependent does not comply with reasonable expectations for living in Victor Treatment Center, the non-minor dependent shall be subject to reasonable and temporary consequences as discussed by the Residential Staff and the non-minor dependent.

- 1) Review the reason and need for the licensee to impose consequences on the non-minor dependent and provide the non-minor dependent an opportunity to participate in determining the appropriate consequence.
- 2) Develop a plan that includes the time limit of the consequence with the non-minor dependent.
- 3) Establish a time limit for the non-minor dependent to be subject to and comply with the chosen consequence.
- 4) Document the decision regarding the consequence and steps taken in subjecting the non-minor dependent to the consequence.

### **Emergency Intervention Plan**

For non-minor dependents, if they become dangerous to themselves or others, physical interventions such as restraints or escorts will not be utilized, instead law enforcement will be contacted. If law enforcement must be contacted then a review of the appropriateness of the placement will take place as soon as possible.

For a non-minor dependent, a significant incident report will be written and submitted to the responsible parties for any unplanned prolonged absence or failure to return to the residential treatment program. Any incident that threatens the physical or emotional health or safety of the non-minor dependent or another youth in care will also be reported according to licensing regulatory requirements.

### **Runaway Plan**

For non-minor dependents, they are permitted to determine their discharge plan and can provide 7 day notice to Victor if they choose to leave, so there should not be any reason for a runaway. With the notice from the non-minor dependent, the placing party, and the licensing agency will also be notified. If a non-minor dependent chooses to leave the program without notice, the placing party and the licensing agency will be notified. An attempt to locate the non-minor dependent will be made. If the program cannot locate the nondependent minor within 48 hours a determination of discharge will be made by the agency with discussion from the placing party.

For nondependent minor, an incident report will be created for any unplanned, prolonged absence or failure to return to the residence after a reasonable period of time.

### **Youth's Complaint/ Grievance Procedures**

Grievance Procedures shall be presented to be signed by the youth and authorized representative at the time of intake. A copy shall be maintained in the youth file. A copy of the grievance procedure shall be posted in a prominent location within the facility.

### **Handling Funds, Allowances, and Salaries**

Youth of Victor Treatment Center are encouraged not to bring personal belongings of value. For those youth who have no other source of secure storage with family members or others, Victor Treatment Center provides a locked area for the storage of personal belongings. An accurate inventory of the belongings is maintained at all times and signed by the youth. Each youth shall be provided an allowance no less than one

dollar per week regardless of completion of responsibilities. Every youth will have the opportunity to earn wages by completing their basic responsibilities. The daily rate of earning will be established by each program. Bonuses may also be earned by picking up extra duties when staff persons ask for help. Allowance will be distributed weekly to the youth. Youth may choose to keep their money with them or have staff lock it up. Youth may take their allowance on activities and spend it as they choose. Youth 16 years of age or older will be allowed to seek employment through workability or obtain a work permit to work in the community. Each youth working shall establish a bank account to save money for the future reserving a portion of their pay to spend as they choose. Youth may gain access to their bank accounts through the Executive Director or Assistance Executive Director who are the custodian of the accounts unless the youth is 18 years of age. Establishing and maintaining a bank account provides the youth with opportunities to learn essential life skills.

Non-minor dependents are permitted to be in control of his/her cash resources, personal property, and valuables in accordance with his/her developmental level and Transitional Independent Living Plan. They are also permitted to seek and secure employment.

### **Chores/Household Responsibilities**

Youth are expected to complete household chores commensurate with their age and ability. Chores may include making their bed, maintaining their bedroom, and community living quarters in an orderly fashion, vacuuming, sweeping, mopping, and dusting the facility. Participation in chores not only teaches them important skills regarding community living, the youth are also provided with opportunities to learn essential life skills.

### **Nutrition/Sample Menu**

Menus are written one week in advance and copies of the menus as served are kept on file for at least 30 days. Menus are utilized on a rotation basis and are repeated monthly. Modified menus are available as medical necessity dictates.

The program provides or ensures three nutritious meals per day, and snacks as needed and that meet the dietary needs documented in each youth's Needs and Services Plan.

The quantity and quality of food available in the facility shall be equally available to all youth including non-minor dependents in placement. The non-minor dependent shall be invited to participate in all meals.

For non-minor dependents, to the extent of his/her ability and as agreed upon with the administrator, a non-minor dependent shall have the opportunity to plan meals, grocery shop, and store and prepare food. Food storage must meet all licensing regulatory requirements. A non-minor dependent shall have access to all meal preparation areas, appliances, and utensils for meal preparation. A non-minor dependent shall have the opportunity to participate with the administrator in the menu planning, and meal preparation, but shall not be required to prepare meals for others.

### **Clothing and Incidentals**

Victor Treatment Center ensures residents are supplied with and maintain an adequate amount of clothing. When a resident is placed at Victor a clothing inventory is completed and clothing is purchased for the youth as needed. Requests for clothing are all approved by the Executive Director or Assistant Executive Director. Upon approval, funds are issued to the house staff for the resident. After the clothing has been purchased, the youth initials the store receipt for the clothing, indicating he/she received the clothes and house staff persons enter the new clothing descriptions on the resident's clothing log (which is kept in their file).

Victor ensures residents are supplied with personal hygiene items, such as shampoo and deodorant. Each facility is budgeted for hygiene items, which are purchased by house staff as needed. For non-minor dependents, they are permitted to purchase items they choose, as determined in their Transitional Independent Living Plan.

**ATTACHMENT B - FEE SCHEDULE**

**Victor Treatment Centers, Inc.  
Fiscal Year 2016-2017**

Mode 15:

Case Management	\$2.02/minute
Mental Health Services*	\$2.61/minute
Medication Support Services	\$4.82/minute
Crisis Intervention Services	\$3.88/minute
Intensive Home Based Services	\$2.61/minute
Intensive Care Coordination	\$2.02/minute

\* Includes services listed in Title 9, Section 1810.227. Service activities may include but are not limited to assessment, plan development, therapy (group, family, individual) rehabilitation, collateral and Katie A.

The not to exceed amount shall not exceed \$75,000 (~~One Hundred~~<sup>04</sup> Thousand Dollars)  
seventy five



**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for VICTOR TREATMENT CENTERS, INC., a California corporation (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "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: 94-2264395

Printed Name: Lenny R. Verser Jr. Date 11/2/16

Title: Chief Financial Officer

Signature: 

## ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of \_\_\_\_\_, 2016, made and entered into by and between the County of Amador and VICTOR TREATMENT CENTERS, INC., a California corporation (the “Contractor”).

### RECITALS

A. Amador County has entered into the Agreement whereby VICTOR TREATMENT CENTERS, INC., a California corporation ( “Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

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

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

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

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

1. Definitions.
  - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
  - b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including,

but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103

- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
  - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose PHI to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that

such use or disclosure would not violate HIPAA and its implementing regulations. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

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

- (1) The disclosure is required by law; or
- (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
- (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

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

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents or other representatives. Following a

breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be required by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware, including any breach as required in Section 164.410 or security incident. In such report, the Business Associate shall:

- A. Identify the nature of the unauthorized use or disclosure;
- B. Identify the PHI used or disclosed;
- C. Identify who made the unauthorized use or received the unauthorized disclosure;
- D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;
- E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
- F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI that is created, received, maintained or transmitted by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

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

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

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

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

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

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the

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

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


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

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

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

Amador County Behavioral Health  
Department ("Covered Entity")

Contractor  
VICTOR TREATMENT CENTERS, INC.

By:   
Melissa Cranfill  
Director of Behavioral Health Department

By:   
Lenny R. Verser, Jr.,  
Chief Financial Officer

Date: 11/9/14

Date: 11/2/16

# 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: 11/03/2016

Agenda

From: James Wegner  
(Department Head - please type)

Phone Ext. 515

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

Agenda Title: Jail Services Agreement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Approve an agreement between the Calaveras County Sheriff's Office and the Amador County Sheriff's Office approving the ability for inmates from Amador County to be housed in Calaveras County when deemed necessary by the Sheriff of Amador County or his designee. The cost for housing inmates at Calaveras County is \$77.00 per day, per inmate and will be funded via AB118 revenue.

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

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

None - Funded via AB118 ✓

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 \_\_\_\_\_ Counsel \_\_\_\_\_  
 Auditor JOR \_\_\_\_\_ GSA Director \_\_\_\_\_  
 CAO ob \_\_\_\_\_ Risk Management \_\_\_\_\_

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

### FOR CLERK USE ONLY

Meeting Date 11-22-16 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 _____  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
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**AGREEMENT  
FOR THE CONFINEMENT OF AMADOR COUNTY INMATES AT THE  
CALAVERAS COUNTY JAIL**

This Agreement is entered into as of the date last signed below between the County of Amador (“AMADOR”) and the County of Calaveras (“Calaveras”) (collectively, “the PARTIES”).

**RECITALS**

1. AMADOR desires to obtain additional confinement space to incarcerate inmates serving sentences in the AMADOR County Jail of 7 (seven) days or more.
2. The CALAVERAS Jail has the capacity and ability to house such inmates and has sufficient staff supervision available for this purpose.

THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

**1. Term and Termination:**

This Agreement shall become effective on the date of the final signature of the PARTIES and shall remain in effect for a period of one year from that date, unless terminated earlier pursuant to this Agreement. Either party may terminate this Agreement upon thirty (30) days, advance written notice.

**2. Responsibilities of the Parties:**

**A. AMADOR**

(1) AMADOR, through its Sheriff’s Office and Jail, will notify the CALAVERAS Jail, by phone and or by email, when AMADOR is ready to transport an inmate to the CALAVERAS Jail. Such notification will include the name of the inmate, and any escort who will be accompanying the inmate, the charge(s), the current custody grade at AMADOR Jail and the estimated inmate time of arrival. The CALAVERAS Jail must approve acceptance of the inmate at its Jail, in advance, before AMADOR initiates transfer. Upon arrival, AMADOR will provide its calculated sentencing booking sheet for the inmate.

(2) AMADOR will only send inmates to CALAVERAS with sentences, or remaining sentence time, of (7) seven days or more. If the remaining sentence of the Amador inmate exceeds the length remaining in the agreement, the Amador inmate will remain in the Calaveras County Jail at the previously agreed upon daily rate pending the renewal of the contract. AMADOR will only send

inmates who meet the current classification criteria, as amended from time to time, for being housed in the CALAVERAS Jail.

(3) AMADOR will only send inmates to CALAVERAS who can be housed under a general population medium classification, as defined by CALAVERAS Sheriff Classification polices. Additionally, delivered inmates must have a low to no escape risk, or pattern in their record.

(4) AMADOR agrees that inmates housed under this agreement by the Calaveras County Jail will be subject to the Calaveras County Jail Inmate Rules, and that each inmate will be provided with an inmate rule book.

(5) AMADOR agrees that inmates housed under this agreement by the Calaveras County Jail will be subject to the Calaveras County Jail inmate worker program, and will earn additional time off credits per 4019.1P.C.

(6) AMADOR will only send CALAVERAS healthy inmates. The CALAVERAS Jail will not accept inmates with significant health issues. As required by Title 15, Section 1206, of the California Code of Regulations, AMADOR will send a summary of pertinent individualized medical information with the inmate for delivery to CALAVERAS Jail Medical Services. If an accepted AMADOR inmate develops a health issue, CALAVERAS, in its sole discretion may require the return of the inmate to the AMADOR Jail. If CALAVERAS requires the return of an inmate, AMADOR COUNTY will pick up the inmate as soon as possible, but in no event later than twenty-four (24) hours after CALAVERAS's request by phone and or email, and return the inmate to the AMADOR Jail.

(7) Amador agrees that it is responsible for costs which result from medical/surgical inpatient care, emergency room, or acute hospital service when those costs are in excess of the costs which are covered under agreements that are held by both counties between CFMG and each county, in addition to paying CALAVERAS the daily rate of \$77.00 per inmate per day as set forth in Section 3 below. If medications are prescribed for an AMADOR inmate, AMADOR will deliver, with the inmate, a 10-day supply of all of the inmate's prescribed medications. After that, CALAVERAS will supply medications, which will be administered by CALAVERAS Jail Medical Services staff according to CALAVERAS Jail Medical Services policies and procedures. AMADOR will reimburse CALAVERAS within thirty (30) days of invoice for costs incurred for urgent or emergency consultation, laboratory tests, imaging or other urgent or emergency healthcare services rendered to an AMADOR inmate while in CALAVERAS Jail's custody. AMADOR shall initiate, and process all Medi-Cal or insurance billing, if applicable. CALAVERAS shall have no responsibility for

Medi-Cal or insurance billing and processing. Amador is responsible for all County Costs for prescription medications which are in excess of the costs covered by CFMG and its agreement with both counties.

(8) CALAVERAS reserves the right, in its sole discretion, to return any inmate to AMADOR Jail for any reason, or no reason. Reasons for returning inmates may include, but are not limited to, the inmate becomes a security issue, a discipline problem, the inmate refuses to program with other inmates, or afterward requires some form of "Special Housing"; or the inmate requires a special accommodation for disability or otherwise that CALAVERAS cannot provide. Furthermore, CALAVERAS may return inmates if CALAVERAS needs the space for CALAVERAS inmates. The same procedure and process for the return of inmates referenced in Section 4 above (return of inmates with health issues) shall be used for the return of inmates at CALAVERAS's election under this Section.

(9) AMADOR will notify by phone and or email, the CALAVERAS Jail as soon as possible, but in no event less than twenty-four (24) hours before a confined inmate requires temporary release due to scheduled court appearances, non-emergency medical treatment, and other appointments, as necessary. Such notification will include inmate and escort(s) names, expected arrival and return times.

(10) AMADOR will complete, at AMADOR's sole expense, all transportation required for AMADOR inmates. AMADOR will notify the CALAVERAS Jail by phone and or email of pending transfers, or when an inmate no longer requires incarceration in the CALAVERAS Jail. Such notification will include inmate and escort(s) name, expected arrival time and mode of travel.

(11) AMADOR will make weekly contact by phone and or email with the CALAVERAS Jail Supervisor while AMADOR inmates are incarcerated in the CALAVERAS Jail, or more often as the situation dictates regarding inmate health, welfare and discipline.

(12) AMADOR agrees that inmates confined in the CALAVERAS Jail are subject to the rules or directives of the CALAVERAS Jail, including rules on disciplines and grievances. Additionally, AMADOR agrees that they will be financially responsible for the repair or replacement of any items or property which is intentionally destroyed or damaged by AMADOR inmates.

**B. CALAVERAS:**

- (1) CALAVERAS, in its sole discretion, will incarcerate AMADOR inmates upon request by phone and or email of the AMADOR Sheriff's Office staff when this confinement does not conflict with space availability or other restrictions in section 2. A. (above).
- (2) CALAVERAS will ensure emergency medical care is provided to inmates and in turn will notify the AMADOR Jail Corrections staff by phone when an emergency and/or non-emergency medical treatment is required. If non-emergency medical treatment is required outside of the facility, AMADOR will arrange for such treatment and transportation to and from the medical providers. AMADOR shall be responsible for costs for medical care outside of the facility.
- (3) CALAVERAS, upon written request of the AMADOR Jail Corrections staff, will release inmates to AMADOR when they no longer require incarceration in the correctional facility.
- (4) CALAVERAS will provide the AMADOR Jail Corrections staff with a copy of the booking sheet for all inmate(s) from the AMADOR Jail, upon request by phone or email.
- (5) CALAVERAS Jail personnel/administrator will afford AMADOR inmates the same legal rights and privileges as they would with any other confined inmate.

**3. Compensation:**

- A. AMADOR shall pay CALAVERAS for confinement of inmates in the CALAVERAS Jail at the daily rate of \$77.00 per inmate. The daily rate does not include medical costs incurred for urgent or emergency consultation, laboratory tests, imaging or other urgent or emergency healthcare or transportation costs.
- B. CALAVERAS will provide a monthly invoice to AMADOR for the daily costs of confinement per section 3. A. (above), for emergency medical expenses as set forth in section 2.A.(5) (above) and for transportation costs incurred by CALAVERAS. AMADOR shall pay all amounts due within thirty (30) days of receipt of invoice. CALAVERAS will not bill for costs related to Jail Medical Services staff time.
- C. A day shall be defined as beginning at 0001 and ending at 2400 (midnight) or any portion thereof. This fee shall cover all expenses incidental to this agreement and

subsequent confinement of inmates in CALAVERAS Jail except for the purchase of health, comfort and personal items. These items may be purchased at the inmate's expense.

#### **4. Indemnity:**

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

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

It is understood and agreed by and between AMADOR and CALAVERAS that CALAVERAS does not intend to offer work status to AMADOR inmates housed in the CALAVERAS jail pursuant to this Agreement, however, AMADOR inmates will be offered all programs which are otherwise available within the CALAVERAS Jail.

#### **Insurance:**

AMADOR and CALAVERAS shall each maintain, and keep in force, at their sole cost, and expense during the term of this Agreement, the following insurance:

- A. Evidence of insurance or self-insurance for purposes of liability, auto, and workman's comp coverage up to 100,000 with excess coverage provided under terms of each county's agreement with the insurance provider or the EIA (Excess Insurance Authority).

Each party shall provide a certificate of insurance, or letter of self-insurance, upon request of the other party. There must be insurance coverage for the entire period commencing on the effective date of this Agreement and ending on the date that is two (2) years beyond the final date that this Agreement is effective, including any extensions or renewals of this Agreement. Such insurance must satisfy the liability limit requirement of this Section.

AMADOR will not use subcontractors to carry out any of its duties under this Agreement, so it will not be required to maintain the insurance coverage specified in this section for subcontractors. CALAVERAS shall cause all of its subcontractors to maintain the insurance coverage specified in this section and name CALAVERAS as an additional insured on all such coverage.

**6. Miscellaneous Provisions:**

- A. This Agreement may be amended only in writing signed by both parties.
- B. This Agreement represents the final agreement between the parties regarding housing of AMADOR inmates at the CALAVERAS County jail. This Agreement supersedes all prior oral and written agreements.
- C. The following audit requirements apply from the effective date of this Agreement until three years after AMADOR's final payment under this Agreement:
  - (1) AMADOR shall allow CALAVERAS's authorized representatives to inspect, audit, and copy AMADOR's records as needed to evaluate and verify any invoices, payments, and claims that AMADOR submits to CALAVERAS or that any payee of AMADOR submits to CALAVERAS in connection with this Agreement. 'Records' include but are not limited to correspondence, accounting records, subcontract files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.
  - (2) CALAVERAS and AMADOR shall be subject to the examination and audit of the State Auditor, at the request of CALAVERAS or as part of any audit of CALAVERAS. Such examinations and audits shall be confined to matters connected with the performance of this Agreement, including but not limited to administration costs.


D. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

E. Any notice required to be given by this Agreement shall be given to each party's Jail Commander.

F. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require subsequent performance of that term or condition.

G. Both AMADOR and CALAVERAS agree that their respective Jails are compliant with the Prison Rape Elimination Act (PREA).

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

 Date: 11-2-2016  
MARTIN A. RYAN, SHERIFF-CORONER  
AMADOR COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
JOHN PLASSE, CHAIRMAN  
AMADOR COUNTY BOARD OF SUPERVISORS

ATTEST:

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

\_\_\_\_\_  
RICK DIBASILIO, SHERIFF  
CALAVERAS COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
CLIFF EDSON, CHAIRMAN  
CALAVERAS COUNTY BOARD OF SUPERVISORS

ATTEST:

\_\_\_\_\_  
, CALAVERAS COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM  
CALAVERAS COUNTY COUNSEL

By \_\_\_\_\_

APPROVED AS TO FORM  
AMADOR COUNTY COUNSEL

By  \_\_\_\_\_

3



# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 11/16/2016 *midw. appts.*

From: Richard Forster Phone Ext. \_\_\_\_\_  
(Department Head - please type)

<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>11/22/2016</u>
--

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

Agenda Title: Camanche Park Advisory Board

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

Approval of the re-appointment of Rinehart Heintz to the subject Board for a term of two years that will expire on November 21, 2018.

Recommendation/Requested Action:  
**Approve re-appointment**

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

Committee Review? N/A

Name \_\_\_\_\_

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

Request Reviewed by:

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

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

Appointee and Advisory Board clerk \_\_\_\_\_

**FOR CLERK USE ONLY**

Meeting Date <u>11-22-16</u>	Time <u>9:00 a.m.</u>	Item # <u>6 A</u>
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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

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: November 16, 2016

*misc*

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>11/22/16</u>	

From: James Foley  
(Department Head - please type)

Phone Ext. X625

Department Head Signature *[Signature]*

Agenda Title: Outreach Technician position for Public Health

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The Health and Human Services Director is requesting the Board of Supervisors to approve an Outreach Technician for Public Health. This position is to augment the medical staff in completing critical public health functions in an efficient and timely manner. This position will assist nursing personnel in providing delivery of childhood/adult vaccines, including tuberculosis screening; assist with communicable disease investigations and partner notifications for sexually transmitted infection treatment; assist nursing with Women's Health programs to include patient health education, health histories and vital signs; and as needed, Directly Observed Therapy for infectious TB treatment when so ordered by the Health Officer.

Recommendation/Requested Action:

**Consent**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

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

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

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel \_\_\_\_\_  
 Auditor \_\_\_\_\_ GSA Director \_\_\_\_\_  
 CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

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

Please return copies to Connie Vaccarezza, Supervising PHN Public Health Department

### FOR CLERK USE ONLY

Meeting Date 11-22-16 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 _____	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 _____		

## OUTREACH TECHNICIAN

### DEFINITION

Under close supervision, assist professional staff in the development and implementation of comprehensive health promotion and related public information programs promoting healthy lifestyles, health risk reduction and prevention; engage in the preparation and implementation of educational programs; assist families with accessing different health and social services; participate in emergency preparedness programs; and performs related duties as required.

### DISTINGUISHING CHARACTERISTICS

This is journey level classification requiring greater discretion in the performance of their duties and requires more detailed knowledge of specific program areas. Incumbents in this class have responsibility for assisting with the development, coordination and conduct of public health education for community groups and individuals. This class performs a broader range of assignments.

### REPORTS TO

Higher level management or supervisory staff

### CLASSIFICATION SUPERVISED

This classification does not exercise supervision over staff.

### EXAMPLE OF DUTIES

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

Assists professional staff in the planning, developing and implementing of public health educational and informational programs and services: provides input into community health education needs in the assigned program areas; prepares presentations on public health topics; assists professional staff in developing education program curriculum and materials; establishes and maintains liaisons between the department and other public/private agencies, community organizations and professional groups or physician offices; coordinates and/or organizes health events to promote health care in the community; distributes health education materials; refers questions to counselors, public health nurses or health educators; performs home visits to provide families with educational information and community resources; prepares and maintains technical

## **OUTREACH TECHNICIAN - 2**

records, reports and gather statistics; prepares and present materials to groups, agencies and individuals; provides information on individual programs, such as, Child Safety, Car Seat, CHDP, Dental Prevention, WIC, Tobacco, HIV, Healthy Families, MCAH programs, Disaster Preparedness and others; perform MediCal Administration Activities (MAA) such as MediCal outreach and facilitating MediCal application; assist families and individuals in accessing MediCal covered services; and performs related duties as required.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment, home environment or in a community setting; continuous contact with staff and the public.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Principles, methods, techniques and materials of public health education
- Functions, programs and services of both public and private agencies involved in health education activities.
- General goals and purpose of public health services and programs.
- Community resources and demography.
- Principles of public speaking
- Operations, services and activities in assigned program areas.
- Laws, rules, regulations, and procedures in assigned program areas.
- Methods and techniques of effective communication and interviewing
- Proper English usage, spelling, grammar, and punctuation.
- Applicable state and federal guidelines and regulations in program areas.

#### **Ability to:**

- Develop health education program materials and community education campaigns
- Perform within scope of practice and the ability to recognize client situations that are beyond this scope and refer these situations to professional staff.
- Use judgment and initiative in carrying out assignments.
- Make referrals to appropriate agencies, social service programs and public health nursing.
- Maintain the patient confidentiality and comply with HIPAA regulations.

## **OUTREACH TECHNICIAN - 3**

- Use a computer and appropriate software while performing program support work.
- Effectively represent the department in contacts with the public, other County staff, target populations and other agencies.
- Conduct training and activities in assigned program areas.
- Function in a variety of settings (homes, clinics, doctor office, schools).
- 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 course of work.
- May require that ability to speak, read, write and understand a language other than English
- Work some evenings, and/or weekends.

### **TRAINING AND EXPERIENCE**

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

### **EDUCATION**

A High School diploma or GED equivalent education. In addition, an AA degree in community health education, health science, child development or other relevant areas of education that would apply to outreach education is desired.

### **EXPERIENCE**

Two years of volunteer or paid work experience with community organizations, schools, prevention and/or health education and outreach programs.

### **SPECIAL REQUIREMENTS**

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

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: November 16, 2016

From: Aaron Brusatori  
(Department Head - please type)

Phone Ext. 248

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

Meeting Date Requested:  
11/22/16

Department Head Signature *[Signature]*

Agenda Title: Contract Change Order No.1 - New York Ranch Road / Ridge Road Intersection Improvement Project

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
On June 16, 2016, the department issued a Notice to Proceed with construction for the New York Ranch Road / Ridge Road Intersection Improvement Project to Vinciguerra Construction, Inc.. The Amount of the Contract is \$2,279,942.00. The engineer's estimate was \$2,175,000.00. The department is requesting that the Chairman approve and sign Contract Change Order No. 1 for a total increase in the Amount of the Contract of \$83,000.00. This Contract Change Order is requested due to a differing site condition at Retaining Wall No.2 which required complete reconstruction of the block wall instead of only partial reconstruction of the block wall. A detailed explanation/justification and supporting documentation is attached to support this request.

Recommendation/Requested Action:  
**Approve the Contract Change Order No. 1 and authorize the Chairman to sign Contract Change Order No. 1.**

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

**Budgeted**

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:  
Chairman \_\_\_\_\_ Counsel \_\_\_\_\_  
Auditor \_\_\_\_\_ GSA Director \_\_\_\_\_  
CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

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

**FOR CLERK USE ONLY**

Meeting Date 11-22-16 Time 9:00 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 _____ 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 _____		

**COUNTY OF AMADOR**  
**DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**  
**INTER-OFFICE CORRESPONDENCE**

November 8, 2016

To: Aaron Brusatori, Director

From: Jered Reinking, Senior Civil Engineer  
 Project Manager

Subject: Contract No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project  
 Change Order No. 1  
 Contractor: Vinciguerra Construction

Contact: Jered Reinking (209) 223-6226

		Percent of Original Contract Amount
Original Contract Amount	\$2,279,942.00	
Total Change Order Limit for Director's and CAO's Combined Authority	N/A	N/A
Previous Change Orders	\$0.00	0.00%
This Change Order	\$83,000.00	3.64%
Total Change Orders To Date	\$83,000.00	3.64%
Authority Remaining After Change Order 1	N/A	N/A
New Contract Amount	\$2,362,942.00	

Please deliver the original signed change order back to me as soon as possible to assure prompt payment to the Contractor.

Attachments: Change Order No. 1, Justification Summary, Field Instruction No. 5

**Contract Change Order No. 1**

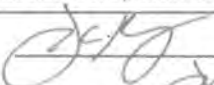
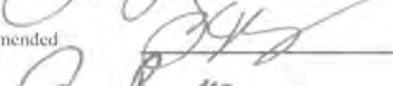

To: Vinciguerra Construction, Contractor

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

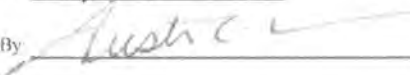
Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowances will be made for idle time. Change requested by Resident Engineer.

1	PC 02, F1 05	Revised Retaining Wall No. 2 Ultra Block Wall	INCREASE:	\$	83,000.00
			<b>Total Cost:</b>	INCREASE:	\$ 83,000.00

Original Contract: \$2,279,942.00 Change Order Totals \$83,000.00 New Contract Cost Total \$ 2,362,942.00

By reason of the order the time of completion will be adjusted as follows		<b>Add No (0) Working Days</b>	
Submitted by		Resident Engineer	Date 11/7/16
Approval Recommended		Project Manager	Date 11/7/16
Approved by		Director, Transportation	Date 11/8/16

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

Acceptance Date 11/14/16 for Contractor Vinciguerra Construction  
 By  Title Project Manager

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

\_\_\_\_\_  
 Chairman, Board of Supervisors



## JUSTIFICATION SUMMARY -- Contract #16-03, CCO No. 1



Item 1

**REQUEST:**

**Revised Retaining Wall No. 2 Ultra Block Wall**

**CHANGE FOR:**

**Bid Item #53, Concrete Block Gravity Wall, Bid Price \$140,400**

**PC 02; FI 05**

**Increase: \$83,000.00**

**Justification:** On July 29, 2016, Staff was informed by Vinciguerra Construction (Contractor) that the existing block wall (Retaining Wall No. 2) was substantially different than what is described in the contract documents. The discovery of this difference was made by the Contractor after the removal of the existing blackberry vegetation, which previously came to the top of Retaining Wall No. 2. Per the plans, the top of Retaining Wall #2 was required to be re-stacked to construct a new top row of blocks to make the wall higher to accommodate the road widening for Ridge Road. After removal of these blocks began, per plan, it was further noticed that the wall had geogrid extending into the side slope, which was destroyed during the initial block removal. As a result, Staff determined that these discrepancies caused for the complete reconstruction of Retaining Wall No. 2 and additional drainage work at the base of the wall. Staff requested a cost proposal from Vinciguerra Construction and subsequently negotiated the price and incorporated into Field Instruction No. 5. Due to the need for Staff to keep the project moving forward, this field instruction was issued to the Contractor with the order to proceed with the extra work immediately. To date, a majority of Retaining Wall No. 2 has been constructed, with minor items still needing to be completed. Note: The cost of Retaining Wall No. 2 was initially \$48,000. The cost of Retaining Wall No. 4 is \$92,400; which has been constructed per plan without issue. The total cost of both walls, not including this contract change order was \$140,400. The total cost, with the increase in cost for Retaining Wall No. 2, is \$223,400.



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
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**Bid No. 16-03**  
**New York Ranch Road / Ridge Road**  
**Intersection Improvement Project**  
**FIELD INSTRUCTION No. 05**

**TO: Austin Vinciguerra, Project Manager**  
**Vinciguerra Construction**

**DATE: 9/6/16**

**SUBJECT: Revised Retaining Wall No. 2**  
**Ultra Block Wall**

**SPEC: Special Provisions**  
**Section 47-8**  
**Gravity Wall System**

**DESCRIPTION OF WORK:**

Construct new embankment fill, drainage facilities, fencing, and revised Retaining Wall No. 2 as shown on the attached plans.

**New Embankment Fill, Drainage Facilities, and Fence at Retaining Wall No. 2**

The work includes additional clearing and grubbing, complete removal of all existing Ultra Blocks, salvage existing RSP, placing new BMP's, preparing the site to receive structural backfill, backfilling the area with structural backfill material (i.e. Class 2 AB or equivalent) and capping the structural backfill materials with native or suitable import soil to design grades, construct new 36-inch Type OMP inlet/riser with ladder, construct new rock lined drainage swales, construct new 18-inch CMP culvert with CMP FES, and construct new fence Type BW.

**Extra Work at Agreed Lump Sum**

For this work the contractor shall receive and accept the agreed lump sum of \$ 44,200.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, and includes all markups by reason of this change.

**Revised Retaining Wall No. 2**

Construct Retaining Wall No. 2 as shown on the attached revised plan. Compensate the contractor for costs of additional labor, backfill volume, and retaining wall materials associated with constructing the taller Retaining Wall No. 2 that are not accounted for in the bid item price.

**Increase in Bid Item at Bid Item Price**

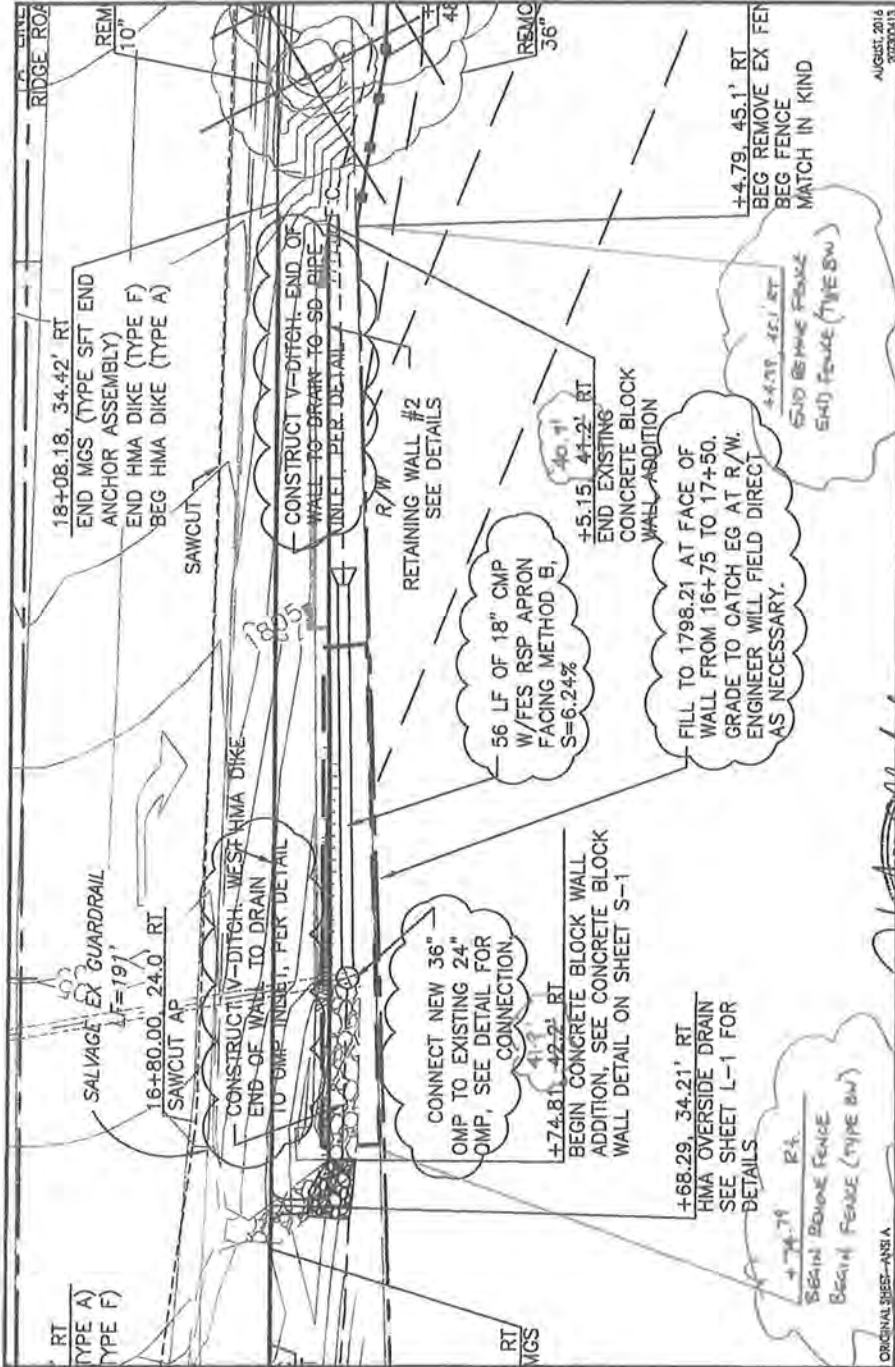
Item 53 Concrete Block Gravity Wall: +367.5 SF (15.7%) @ \$60.00/SF = \$22,050.00

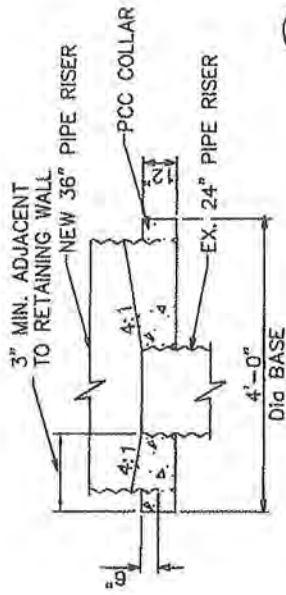
**Payment Adjustment at Agreed Lump Sum**

For this work, the contractor shall receive and accept the agreed lump sum adjustment of compensation of \$16,750.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, and includes all markups by reason of this change.









AUGUST, 2016  
07:59:13

Client/Project

AMADOR COUNTY  
NEW YORK RANCH ROAD/  
RIDGE ROAD INTERSECTION

Figure No.

1.0

Title

OMP PIPE CONNECTION  
DETAIL

ORIGINAL SHEET - ANS-A



1340 Treat Blvd.  
Walnut Creek, CA 94597



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
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 FAX: (209) 223-6395  
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**16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project**

**OWNER CONCURRENCE**

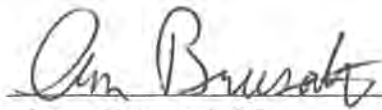
**PC #002: Modifying Retaining Wall No. 2 - Ultra Block Wall**

FI No.	Date	Subject	Cost	Time
005	9/6/16	Revised Retaining Wall No.2 Ultra Block Wall (Bid Item #53)	\$83,000.00	0
<b>Totals:</b>			<b>\$83,000.00</b>	<b>0</b>

We have reviewed the proposed cost and time extension for the above referenced Field Instruction and concur with the amendment.

  
 Jered Reinking, PE  
 Project Manager

Date: 11/7/16

  
 Aaron Brusatori, PE  
 Director

Date: 11/8/16

Cc: File

CHANGE ORDER PRICE  
NEGOTIATED AND AGREED  
TO \$83,000, SEE FIELD  
INSTRUCTION #5 FOR FINAL



**PROJECT:** NEW YORK RANCH ROAD AND INTERSECTION IMPROVEMENT PROJECT

**OWNER:** AMADOR COUNTY

**SUBJECT:** POTENTIAL CHANGE ORDER / CONTRACTOR CHANGE ORDER REQUEST WALL No.02

#### **BACKGROUND**

On or during 7/25 thru 7/29 as soon as VC removed the existing blackberry vegetation VC began removing the existing ultra blocks from Wall No.02 and structural excavation sloping the bank from back of existing asphalt curb to each row of blocks in preparation for our subcontractor Parsons Rockeries to mobilize 8/4/16. Specifically VC completed the blackberry removal and began taking the first course of blocks on Monday 7/25. On 7/25 VC had removed blocks to at or below the limits of our design Retaining wall No.02 elevation. The survey was performed on 7/27, at the end of shift approximately 3:30pm on 7/28 it was discovered the existing block wall and grades were substantially different than the contract documents for the scope of work and elevations indicated on the contract documents regarding Wall No.02.

Email dated 7/29/16 from Quincy Eng. "Austin, yesterday afternoon you brought to our attention that the existing Ultra Block (Retaining wall #2) height may be greater than shown on the plans. Your concerns arose from the fact that there were more courses of blocks that you were removing than were shown to be removed and reconstructed. I have field verified that the existing Ultra Block wall is taller than shown. We are looking into our options at this time. Please continue your disassembly of the existing Ultra Block (Retaining wall #2) per your schedule. Please let me know the number of blocks that have been hauled off site.

On 8/2/16 VC was provided a Potential Change Document with a standard sketch and various work item notes.

Wall No.02 was restaked 8/2/16 along the right away in the gully with RP's set inside the Right of Way.

After the Stakes were set with elevation contractor performed engineering work determine elevations and our analysis of grade and other items such as reestablishing v ditch, etc.



According to our field engineering;

STA 16+75	(E)EL at FOW	1793+/-	Design BOW	1798.2	Fill 5'
STA 16+95	(E)EL at FOW	1793.17 +/-	Design BOW	1798.2	Fill 5'
STA 17+12	(E)EL at FOW	1793.88+/-	Design BOW	1798.2	Fill 4.5'
STA 17+47	(E)EL at FOW	1795.25 +/-	Design BOW	1798.2	Fill 3'
STA 17+82	(E)EL at FOW	1797.67 +/-	Design BOW	1800.7	Fill 3'
STA 18+05	(E)EL at FOW	1799.3+/-	Design BOW	1800.7	Fill 1.5'

There has been several emails back and forth from the county regarding the fill necessary at the stationing which will occur outside the right of way. Please note the fill is to the bottom of block only. The total fill at the face of wall for the ditch will be and additional ½ block height. Our preference would be to add at least one course of block throughout the entire stationing of the wall this would limit the area of the fill. However, the owner prefers to add fill and keep the wall design the same.

On 8/16/16 revised plans and a revised PCO were provided to VC. We requested some additional information and that was provided by Quincy on 8/19/16. We requested a proposal from our subcontractor Parsons Rock Walls and Pacific Corrugated.

### **ORIGINAL CONTRACT BID ITEM AMOUNTS**

Per our contract; work as described in **Bid Item No.53 Concrete Block Gravity Wall**. We were originally under the obligation to perform the work within the bid item amount and reconstruct part of the wall. It appears to us the Pay Quantity is 795 SF for Wall No.02. 795 SF at \$60 = \$47,520 \*\* Assuming the reuse of the existing blocks and purchase new of 20% +/- of the blocks necessary to rebuild the wall. Also it appears Wall No.04 is only 1500sf. So the original bid item is slightly overstated.

### **DESCRIPTION OF CHANGES**

The grade change significantly increased the cost to perform the work associated with Bid Item No.53.

Additional work already performed by VC includes additional structure excavation and block removal to the elevations shown in the table above. Significant structural excavation has already been performed as the original wall lay out includes a ultra block wall 3 courses high max block wall. Our crews have already performed structural excavation to about 4-5 courses and block removal to these courses. The revised plan indicates the remaining blocks will need to be removed.

The block removal includes a low bed, excavator, and unloading with a crane truck at our yard, Etc.

The Structure Excavation includes a Dump Truck, Water Truck, Excavator, Labor, Etc.

We will provide a proposal for the attached items 1-5 requested in your letter dated.

### Work Previously Performed

This includes structural excavation and block Removal. We are currently working on the work to be submitted as force account. See Attached DEWER breakdown of work performed 7/25 – 7/29.

Increase \$15,905.64

### Clearing and Grubbing

Increase \$2,500

Silt Fence Installed 75lf at \$2.5/lf X 2 remove and reset

Increase \$400

Remove and Reset BW \$8/lf to remove, \$14/lf to install 130lf X \$22/lf

Increase \$2,860

### Salvage RSP

Increase \$2,000

### Salvage Ultra Block and Reuse on Wall No.04

Parson's will perform the (N) Ultra Block Wall No.02 \*Increase Ultra Block count for the salvage of all remaining blocks at their original unit price. They are not requesting a unit price adjustment for purchasing or stacking additional blocks on a full row 3 or row 4.

Increase/Decrease \$0

### Clear Area ReCompact (E) Soil and Place AB Fill

We propose a unit price of \$75/t. We estimate 100t of AB. \*\*This does not include Soil Cap or Ditch Work, RSP. This is to Prep the Existing and Fill w/AB Only. Estimate 100T at \$100 = \$10,000. Final Count Field Measure

Increase \$10,000

**Remove Part of Existing CMP Inlet and Install New 36" OMP**

\*\*\*\* Please note due to FOW location we will need to modify the base and offset the new 36" riser in the field. \*\*\*\*1wk Lead Time\*\*\*\*

Increase \$3,500

**Import Fill 1' Cap on Base Rock**

Estimated 25cy Unit Price of \$100/CY. Final Count Field Measure.

Increase of \$2,500

**West and East of OMP Light Backing (Use one Product)**

Lump Sum Price of \$2,500 due to access and placement.. 75lf X 3' X 1' = 10cy+/-.

Increase of \$2,500

**Ditch Excavation**

Use Contract Unit Price of \$100/cy Approx. 100lf X 3' X 1' = 12cy+/- Final Count Field Measure

Increase \$1,200

**56lf of 18" CMP**

Use Contract Price of \$81/LF same as Bid Item for CMP. 56lf X \$81/LF = \$4,536

Increase \$4,536

**18" FES**

Use Contract Price for 18" CMP FES \$1,750

Increase \$1,750

**Revised Ultra Block Wall (SF)**

We calculate the revised SF of Ret. Wall No.02 to be 1,170sf. We are requesting a unit price adjustment from \$60/sf to \$75/sf. This unit price adjustment includes the additional structural excavation and backfill necessary to remove the remaining ultra blocks and backfill the (N)

Ret. Wall No.02. This is based on the added blocks on row 4 and a full row three as opposed to partial as indicated in the original RW No.02. We are assuming the (N) Retaining Wall No.02 will require (1) shift additional structure excavation and (2) shifts additional backfill above the original design wall No.02. This is based on the following;

A. Two Additional Days Backfill (See Attached Breakdown) = 14,282.53

B. One Additional Day Remaining Block Removal and Excavation (See Attached Breakdown) = 6,305.33.

C. Total Additional Forecasted Additional EXC/Backfill from original design Wall no.02 A + B above = \$20,587.86.

D. Additional SF Price/Costs above the \$60/sf in our base bid. C Above \$20,587.86/1170sf = \$17.59/SF

New Unit Price 1,170sf at \$77.59/SF = \$90,780.30

Decrease in Base Bid Qty 840sf at \$60/SF = \$50,400

- Original Contract Bid Item No.53 for a total of both walls 2340sf. We measure wall No.04 to be 1500sf. This leaves 840sf unbilled in that bid item. The unit price of only \$17.59/sf is taking into consideration the force account of the block removal and structural excavation previously performed billed as unforeseen conditions to date and salvage of blocks from the wall as indicated above. Any change to these items VC reserves the right to re calculate a unit price adjustment for Ret. Wall No.02.

Net Change \$ \$40,380.30.

Increase \$40,380.30

#### TOTAL TIME OF REQUESTED CHANGE ORDER

TBD WD

The Impact of the work previously performed is still being analyzed. The work not yet completed will need to be analyzed. We estimate (3) days of crew and resources above 60% we spent on structural excavation and block removal beyond out contract 7/25, 7/26, and 7/28. The first week in August our intent was to release Parsons to begin constructing Wall No.02. The foundation of Wall No.02 could have been prepped approximately one week prior to Wall No.04. Parsons began work on Wall No.04 on Monday Aug 8<sup>th</sup> after the pre wall meeting. They should be done with wall No.04 and ready for VC to backfill tomorrow. They limited their crew as they are aware of the issues with wall No.04 and did not want to idle their equipment and manpower as such took a little longer on Wall No.04 than expected. As invocated above the amount of work is increased on Wall No.04 and is ongoing and will need to be analyzed we are not in a position to provide a hard working day extension at this time. This includes but is not limited to the shear scope increase, clearing and grubbing, culvert, and ditch work, structural

excavation and backfill, block removal, and stacking. The OMP is a 1 week lead after approved shop drawing.

**Additional Survey**

Based on the work of what we understand to be indicated on PC No.02. Limits of Fill need to be staked in the field along with another set of wall construction stakes further out of the way. Also, the saw cut line may need to be staked twice.

**TOTAL ESTIMATED INCREASE OF REVISED PCO NO.02 \$90,134.94**

Please contact me if you should have any questions or require any additional information. We look forward to executing a contract change order in good faith to execute the work.

Signed:



Austin Vinciguerra  
Project Manager/Estimator  
Vinciguerra Construction



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
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August 16, 2016

Vinciguerra Construction, Inc.  
235 Spanish Street  
Sutter Creek, CA 95685

**Attention: Austin Vinciguerra**

**Contract No.: 16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project**

**POTENTIAL CHANGE (PC) TO CONTRACT DOCUMENTS**

**SUBJECT: RFP: PC 02 (Rev) – Modify Retaining Wall No. 2 - Ultra Block Wall**

Dear Mr. Vinciguerra:

Please prepare a cost proposal for the following work:

PC 02 (Rev) - Modify Retaining Wall No. 2 - Ultra Block Wall

In accordance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, we have determined that the plan details of the existing conditions at Retaining Wall No. 2, specifically the height, length, and depth of the existing the Ultra Block Wall, do not match the plans.

Per our field meeting on August 1, 2016, the work in general, is to remove the existing Ultra Blocks, backfill the area with Class 2 AB and cap with native soil to design grades.

Retaining Wall No. 2 to then be constructed as shown on the attached revised plan.

The cost proposal is to be based on the anticipated work described below and as shown on the attached revised plan:

1. Salvage all existing RSP and Ultra Blocks. Do not abandon materials in place. Reuse salvaged RSP to construct lined ditch (item 3a) and Ultra Blocks for construction of RW No. 2.
2. Clear and grub area required for construction, remove all loose materials and debris, scarify, and compact subgrade to 95% relative compaction (RC). Place Class 2 Aggregate Base fill and compact to 95% RC. Cap Class 2 AB with ~9"-12" of native soil (or equivalent import) and compact to 95% RC.
3. Remove existing 24" CMP inlet. Replace with 36" Type OMP (approx. height 10' - *to be field verified*) with ladder per Caltrans Standard Plans D75A and D75C. Provide 1 side opening on each side in line with ditch (2 openings, total). Connect to existing cross culvert. Construct 50 LF of new 18" CMP from Sta 17+00 to Sta 17+50 along face of Retaining Wall. Tie into new OMP inlet at Sta 17+00. Construct new FES at upper end of CMP and tie into lined ditch. Construct lined ditch along face of RW No. 2 (except between 17+00 and 17+50). Line ditch with RSP fabric and:
  - a. West of OMP with Light RSP
  - b. East of Type OMP with Backing No. 2
4. Construct wall as shown.
5. Cost to date due to unforeseen conditions.

Please provide your cost proposal in the following breakdown and units with adequate back up used to establish your proposed pricing (for work described by numbering above);

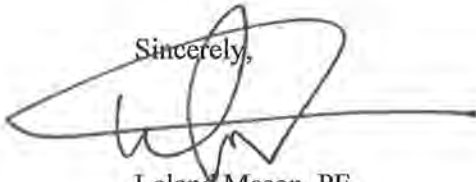
1. Lump Sum, complete in place.  
Provide per Each credit to County for each "excess" salvaged Ultra Block that was used in lieu of new Ultra Block. Excess blocks are defined as additional blocks found above the anticipated number of blocks as depicted in the project plans.
2. Per Ton Class 2 AB, complete in place
3. Lump Sum, complete in place
4. Per Square Foot, complete in place.
5. Lump Sum, based on Force Account analysis

Please submit your complete, detailed cost estimate by August 18, 2016, and include any foreseen impacts to the project schedule that may result from the performance of this work.

Note: This is a request for quote only. This is not a direction to proceed with extra work. The Contractor is required to maintain the original planned schedule of work.

A Field Instruction (FI) will be issued as formal direction to the Contractor once your estimate has been accepted. The FI will include a finalized version of this plan sealed by the Engineer.

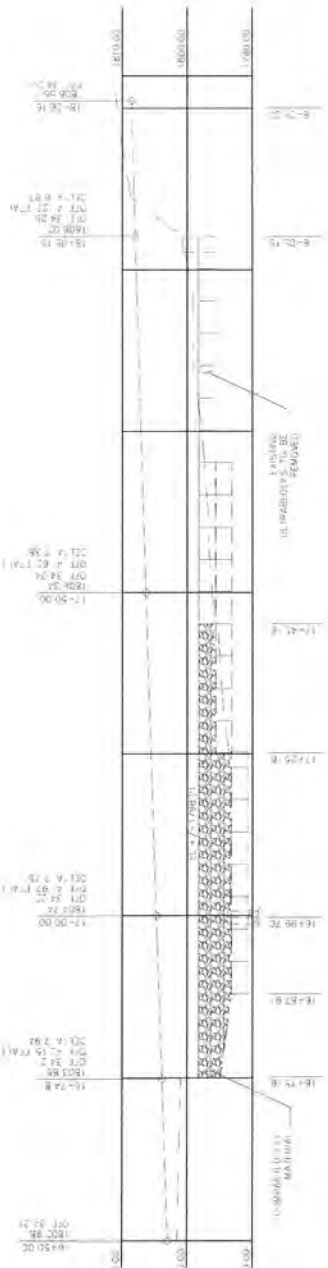
Sincerely,

A handwritten signature in black ink, appearing to read 'Leland Mason', with a long horizontal stroke extending to the right.

Leland Mason, PE  
Resident Engineer

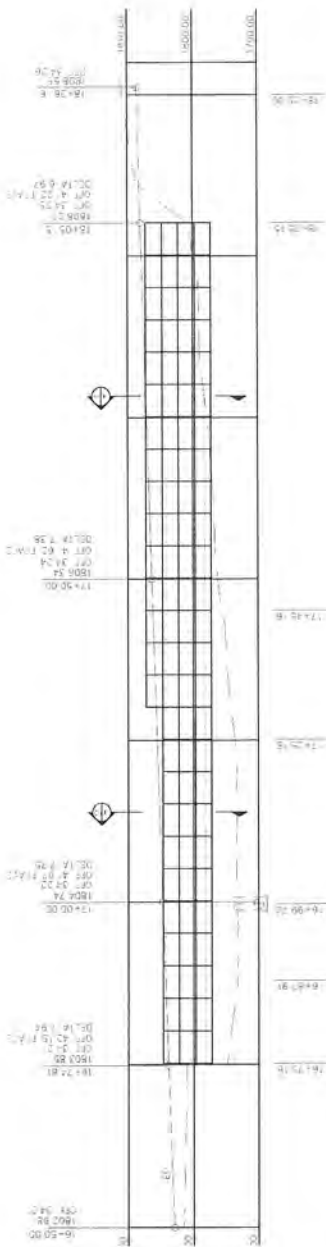
Attachments: Sketch (1 sheet)

Cc: Jered Reinking  
File



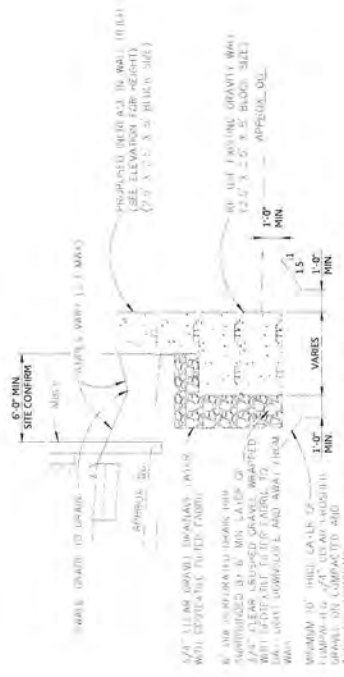
**ELEVATION OF EXISTING CONDITIONS**  
NOT TO SCALE

1. ALL EXISTING SURFACES TO BE REMOVED AND TO BE RE-COMPACTED AS PER SPECIFICATIONS

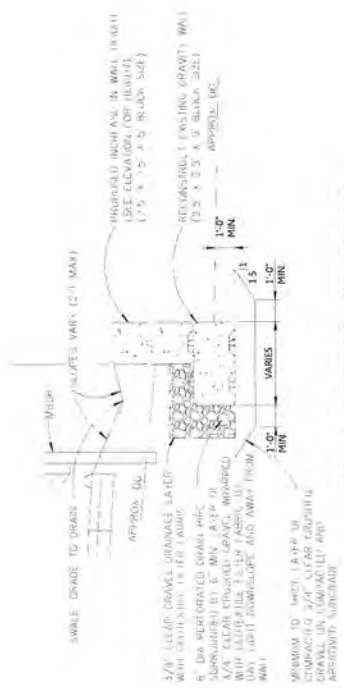


**ELEVATION OF NEW RET. WALL 2**  
NOT TO SCALE

ULTRALIGHT POLYMER CONCRETE TO BE REMOVED AND TO BE RE-COMPACTED AS PER SPECIFICATIONS



**RW No.2 TYPICAL SECTION I**  
NOT TO SCALE



**RW No.2 TYPICAL SECTION 2**  
NOT TO SCALE