

TULARE COUNTY AGREEMENT NO. 28700

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018 between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and RALPH AGNELLO, ATTORNEY AT LAW, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY has a need for a licensed attorney to provide services as Hearing Officer and conduct Certification Hearings and Riese Hearings at the Kaweah Delta Mental Health Hospital; and
- B. CONTRACTOR is licensed to practice in the State of California and has the qualifications to provide the services required by the COUNTY; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. **SERVICES:** See attached Exhibits A

a. Travel, meals and lodging expenses will be reimbursable up to the rates that follow the County of Tulare Travel Expense Policy.

3. **PAYMENT FOR SERVICES:** See attached Exhibits B

4. **INSURANCE:** Welfare and Institutions Code Section 5259.3, under paragraph (c) of the law states the provision of protection from civil and criminal liability for mental health hearing officers. CONTRACTOR cannot be held civilly or criminally liable by statute. CONTRACTOR, as a Hearing Officer, and as written in the California Code of Judicial Ethics Canons 4G and 6A, holds the position of a Subordinate Judicial Officer and is prohibited from the practice of law. COUNTY will be required to provide defense to CONTRACTOR to establish his/her position of legal immunity. Waiver attached as Exhibit C.

5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
 SERVICES AGREEMENT**

<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

TULARE COUNTY HEALTH AND HUMAN
 SERVICES AGENCY
 5957 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

RALPH M. AGNELLO, ATTORNEY AT LAW
 226 W. Carl Drive
 Visalia, CA 93291
 Phone No.: 831-524-1507
 Fax No.: NA

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

COUNTY OF TULARE
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8. **AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

RALPH M. AGNELLO, ATTORNEY AT LAW

Date: 5/10/18

By Ralph M. Agnello
Print Name Ralph M. Agnello
Title Attorney

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 10/20/2018

By J. St. Intley
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Mary Ronello
Deputy Clerk



Approved as to Form
County Counsel

By Z. W. [Signature] 6/5/18
Deputy
Matter # 2018482

RALPH AGNELLO
EXHIBIT A
SCOPE OF SERVICES
FISCAL YEAR 2018/2020

CONTRACTOR will provide services on the following days, as needed:

Monday: Travel to Kaweah Delta Mental Health Hospital and prepare available 5250 and 5270.15 Certification Review Forms and establish calendar for Tuesday hearings, Consult with Social Services at hospital to establish special need of patients for translator or security services.

Travel to Kaweah Delta Mental Health Hospital and officiate at "Riese" hearings in the afternoon is required.

Tuesday: Services include traveling to the facility; receiving statements and information from patient's advocate/attorney representing patient and staff of Kaweah Delta Mental Health Hospital; conduct probable cause hearings for all scheduled 5250 and 5270.15 certifications; documenting and completing of appropriate certification hearing report hearing, filings at Clerk of Court's office at the end of the month or earlier, if required, and if applicable. Hearings are held generally from 8:30 a.m. until completed.

Wednesday: Travel to Kaweah Delta Mental Health Hospital and prepare available 5250 and 5270.15 Certification Review Forms and establish special need of patients for translator or security services. Officiate at "Riese" Hearings in the afternoon is required.

Thursday: Travel to Kaweah Delta Mental Health Hospital and prepare available 5250 and 5270.15 Certification Review Forms and establish calendar for Friday's hearing. Consult with Social Services at hospital to establish special need of patients for translator or security services. Officiate at "Riese" hearings in the afternoon is required.

Friday: Services include traveling to the facility; receiving statements and information from patient's advocate/attorney representing patient and staff of Kaweah Delta Mental Health Hospital; conduct probable cause hearings for all scheduled 5250 and 5270.15 certifications; documenting and completing of appropriate certification hearing report hearing, filings at Clerk of Court's office at the end of the month or earlier, if required, and if applicable. Hearings are held generally from 8:30 a.m. until completed.

Travel to Kaweah Delta Mental Health Hospital and officiate at "Riese" hearings in the afternoon is required.

VACATION AND TIMEOFF

CONTRACTOR shall notify the Superior Court Judge and the Director of the Tulare County Department of Mental Health or his/her designee, of any vacation or time-off, fifteen (15) days prior for any planned time off, and as soon as possible for any unplanned time-off, in order to allow for adequate time to secure a temporary replacement.

**RALPH AGNELLO
EXHIBIT B
COMPENSATION
FISCAL YEAR 2018/2020**

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A**, subject to any maximums.
- b. The maximum contract amount shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000), of which a maximum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) shall be for Fiscal Year 2018/2019, and a maximum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) shall be for Fiscal Year 2019/2020. Payment shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment
- c. COUNTY agrees to pay CONTRACTOR for the services identified in **EXHIBIT A** as follows: \$150.00 an hour for Certification Review hearings and an hourly rate of \$175.00 for Riese hearings, not to exceed the maximum contract amount stated above.
- d. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2019, for Fiscal Year 2018/2019, and after April 1, 2020, for Fiscal Year 2019/2020.
- e. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in in **Exhibit A**.
- f. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- g. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

2. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Fiscal Analyst at TulareMHP@tularehhsa.org, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- b. Payment shall be made to the CONTRACTOR as follows:

Ralph M. Agnello, Attorney at Law
226 W. Carl Drive
Visalia, CA. 93291
- c. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.

- d. Copies of professional license renewals shall be submitted to the Tulare County Mental Health Plan/Managed Care Department prior to the date of expiration.

EXHIBIT C

TULARE COUNTY RISK MANAGEMENT
REQUEST FOR INSURANCE WAIVER/REDUCTION OF INSURANCE LIMITS

An Automatic Waiver of Insurance is permissible under the following conditions and does not need Risk Management approval:

For Presenters/Trainers

- Proof of automobile liability insurance limits as required by law is provided.
- Presenter/trainer will not use non-County equipment, machinery or tools.
- Presenter/trainer has no employees.
- Training does not involve physical contact.
- Sole Proprietors who do not carry Workers' Compensation if Department has written confirmation.

All other requests for waivers must be sent to Risk Management.
Requesting department must complete the form. This form is for internal use only.

Send the completed form to: Risk_and_Insurance@co.tulare.ca.us, with the subject "Request for Insurance Waiver." Submit requests at least two weeks prior to your deadline or 24 hours in an emergency. Should you have any questions, please contact Risk Management at 559 623-0280.

CONTRACTOR'S INFORMATION

BUSINESS NAME	Ralph M. Agnello, Attorney at Law			Date of Request	3/15/18	
TYPE OF ENTITY	<input checked="" type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC or LLP		
BUSINESS ADDRESS	226 W. Carl Drive, Visalia, CA 93291					
PHONE NUMBER	831-524-1507	FAX	NA	E-MAIL	alexgooddog1@gmail.com	
CONTRACT DATES	Beginning: July 1, 2018		Ending: June 30, 2020		Dept:	Mental Health
PLEASE LIST THE REASONS FOR YOUR REQUEST IN THE SPACE BELOW:				Date Needed:	ASAP	
INSURANCE WAIVER (what requirement (s))	GL, GL End, Primary & Non Contributory Lang, WC & WOS					
REDUCTION IN LIMITS (specify lower limits)	Auto Liability from \$1,000,000 to \$500,000 (Personal Vehicle)					
REASON FOR THE REQUEST	Individual doesn't carry GL, GL End/have any employees under WC/WOS					
TYPE OF SERVICE(S) Attach scope of work.	Act as a Hearing Officer. Please see attached.					
Signature of department personnel verifying vendor is un-insured: <i>[Signature]</i>				Signature required		
PERSON COMPLETING FORM	Janilee E. Cena			TITLE	Staff Services Analyst III	
PHONE NUMBER	559-624-8052	FAX	559-713-3718	E-MAIL	JECena@tularehhsa.org	

RISK MANAGEMENT DISPOSITION

<input checked="" type="checkbox"/> APPROVED	DATE:	3/15/18	<input type="checkbox"/> DENIED	REASON	
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Signature: *[Signature]*
Tulare County Risk Management

RESET FORM SAVE AS PRINT