

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **Richard Sigmund** ("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 wishes to retain the services of CONTRACTOR for the purpose of conducting a Fair Hearing should a consumer be deemed dangerous to others, themselves, or are gravely disabled due to a mental health impairment and are detained by a facility for treatment and evaluation. Contractor will be providing relief duties to Tulare County's Primary Hearing Officer, during times of leave and to establish continuum of services when this occurs.
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the Tulare County Health and Human Services Agency, Mental Health Branch; 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 **Exhibit A**.
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibit B**.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **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
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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" 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
<input type="checkbox"/>	Exhibit ____	[Insert name of any other exhibit needed and attach]

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 prepaid and addressed as follows:

COUNTY:

Contracts Unit
 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:

Richard Sigmund
 PO BOX 6011
 Visalia, CA 93290
 Phone No.: 559-799-8571

(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.

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.

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES 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.

Date: 04/12/2019

Richard Sigmund
By *Richard D. Sigmund*
Print Name Richard D. Sigmund
Title _____

Date: _____ By _____
Print Name _____
Title _____

[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: _____ By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel
By *J. E. M...* for REM
Deputy
Matter # 20191215

**RICHARD D. SIGMUND
EXHIBIT A
SCOPE OF SERVICES
FISCAL YEAR 2018/2020**

CONTRACTOR will provide services, as defined below, on the following days, as needed, subject to the terms and condition set forth in the second (2nd) paragraph of the section entitled Vacation and Time Off, below:

Monday: Services include traveling to Kaweah Delta Mental Health Hospital and prepare available 5250 and 5270.15 Certification Review Forms and establish calendar for Tuesday's hearings; and consulting with Social Services at Kaweah Delta Mental Health 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 as required.

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

Wednesday: Services include traveling 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.

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

Thursday: Services include travel to Kaweah Delta Mental Health Hospital and prepare available 5250 and 5270.15 Certification Review Forms and establish calendar for Friday's hearings; and consulting with Social Services at Kaweah Delta Mental Health Hospital to establish special need of patients for translator or security services.

Friday: Services include traveling to Kaweah Delta Mental Health Hospital; receiving statements and information from patient's advocate/attorney representing patient and staff of Kaweah Delta Mental Health Hospital; conducting probable cause hearings for all scheduled 5250 and 5270.15 certifications; documenting and completing of appropriate certification hearing report hearing; and filings at Clerk of the Court's Visalia 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 as required.

VACATION AND TIME OFF

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.

Notwithstanding anything to the contrary contained in this Exhibit A, CONTRACTOR's services shall be limited to covering Hearing Officer Ralph M. Agnello during Mr. Agnello's four (4) weeks of vacation per year; and covering Hearing Officer Ralph M. Agnello on the second (2nd) and fourth (4th) Fridays of each month subject to CONTRACTOR's availability and as otherwise mutually agreed by and between CONTRACTOR and Mr. Agnello.

**RICHARD D. SIGMUND
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 \$175.00 an hour for Riese hearings, not to exceed the maximum contract amount stated above.
- d. If CONTRACTOR is going to exceed the maximum contract amount due to additional expenses or services, it is the responsibility of 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 accept 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 at which the work is being performed. CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties described in subsection f., above. All inspections and evaluations shall be made by the authorized representative in a manner that will not unduly delay the work performed by CONTRACTOR.
- g. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall 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. Payments shall be made to CONTRACTOR as follows:
Richard D. Sigmund, Attorney at Law
P.O. Box 6011
Visalia, CA. 93290-6011
or to such other address as CONTRACTOR may provide to COUNTY in writing.
- 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 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

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of 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 affect 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.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that RICHARD D. SIGMUND does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that RICHARD D. SIGMUND is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name RICHARD D. SIGMUND Date: 02/27/2019

Contractor Name RICHARD D. SIGMUND, ATTORNEY AT LAW

Signature Richard D. Sigmund