

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: June 3, 2013

Budget Matters

From: Michael W. Israel
(Department Head - please type)

Phone Ext. 536

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

Meeting Date Requested:

June 11, 2013

Department Head Signature Michael W. Israel

Agenda Title: Budget Transfer - Underground Storage Tank Grant

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
A requested that the Board of Supervisors authorize the transfer of \$23,717.50 received from the Underground Storage Tank program grant, currently in cash account 101180 and revenue account 45240, to budget 4031 and to direct the County Auditor to create a line item for this grant so that expenditures from this revenue source can be kept separate in the event of an audit.

Recommendation/Requested Action:
Authorize transfer and direct Auditor to vreate line item

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

Is a 4/5ths vote required? Yes No

Committee Review? Admin N/A

Committee Recommendation:
Authorize transfer & direct Auditor to create line item

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

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date June 11, 2013 Time 9 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 _____ 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 _____		

ENVIRONMENTAL HEALTH DEPARTMENT COMMUNITY DEVELOPMENT AGENCY

810 COURT STREET • JACKSON, CA 95642-2132 • PHONE (209) 223-6439 • FAX (209) 223-6228
WEBSITE www.co.amador.ca.us • EMAIL aceh@amadorgov.org



MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Michael W. Israel, Environmental Health Department *MWI*

DATE: June 3, 2013

SUBJECT: Budget Transfer – Underground Storage Tank Grant

It is requested that the Board of Supervisors authorize the transfer of \$23,717.50 received from the Underground Storage Tank program grant, currently in cash account 101180 and revenue account 45240, to budget 4031 and to direct the County Auditor to create a line item for this grant so that expenditures from this revenue source can be kept separate in the event of an audit

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/11/2013	

To: Board of Supervisors
 Date: 05/23/2013

Agmt Resol.

From: Kim Grady, Registrar of Voters Phone Ext. x217
 (Department Head - please type)

Department Head Signature *Kim Grady*

Agenda Title: Agreement with State of California for \$30,000 of Federal HAVA funds

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Approve and authorize Chairman to sign the agreement with the State of California for \$30,000 to reimburse the County of Amador with Federal Help America Vote Act (HAVA) funds for accessible polling place equipment and training.

Recommendation/Requested Action:

Approve and sign agreement(s)

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

\$30,000 reimbursement grant

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman *[Signature]*

Counsel *GB*

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management _____

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

All 4 original signature pages, 1 original contract & 1 copy of the resolution returned to Elections for transmittal to Sec. of State

FOR CLERK USE ONLY

Meeting Date June 11, 2013 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 _____
 Completed by _____
 of _____
 Department For meeting

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

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

IN THE MATTER OF

RESOLUTION TO ENTER INTO)	RESOLUTION NO.
AGREEMENT NO. 13G26101 WITH STATE)	
OF CALIFORNIA TO PROVIDE)	
AMADOR COUNTY WITH FEDERAL)	
REIMBURSEMENT FUNDS (HAVA))	

WHEREAS, the County of Amador, desires to enter into an agreement with the State of California for federal Help America Vote Act (HAVA) funds for acquisition of accessibility grant; and

WHEREAS, Agreement No. 13G26101 in the amount of \$30,000.00 has been drawn up between Amador County and the State of California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve said Agreement by and between the County of Amador and the State of California on the terms and conditions contained therein; and

BE IT FUTHER RESOLVED that the Chairman of the Board be and hereby is authorized to sign and execute said Agreement on behalf of the County of Amador.

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 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 13G26101
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Secretary of State
CONTRACTOR'S NAME Amador County
- The term of this Agreement is: July 1, 2013 or upon approval by Dept. of General Services, if required, whichever is later through December 31, 2014
- The maximum amount of this Agreement is: \$30,000.00
 Thirty thousand dollars and zero cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit A-1 – Polling Place Accessibility Surveyor Training Schedule	1 page
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC-610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	Page(s)
Exhibit G – Contractor HAVA Activity Report	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, Amador County)		
BY (Authorized Signature) <i>es</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard M. Forster, Chairman, Board of Supervisors		
ADDRESS 810 Court Street Jackson, CA 95642		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) <i>es</i>	DATE SIGNED (Do not type)	<input checked="" type="checkbox"/> Exempt per: GC 14616
PRINTED NAME AND TITLE OF PERSON SIGNING Dora Mejia, Chief, Management Services		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/11/13	

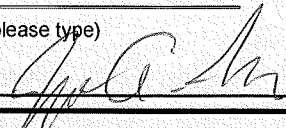
To: **Board of Supervisors**

Date: 05/29/2013

Agmt
Rec'd

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

Phone Ext. 412

Department Head Signature 

Agenda Title: Resolution and Amended Agreement No. 10-NNA03 V.1 with the State Department of Alcohol & Drug and Amador County Behavioral Health

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the Resolution and Amended Agreement from the Department of Alcohol and Drug Programs (ADP).

This amendment reflects the following:

- 1) Extends the contract period to end June 30, 2014;
- 2) Increases the contract amount for FY 2012-2013 services;
- 3) Adds new funding for FY 2013-2014 services; and
- 4) The " Non Drug Medi-Cal" Program portions of this contract amendment, implements a Contingency Assignment of Agreement from ADP to the Dept. of Health Care Services (DHCS) if the FY 2013-2014 Budget Act is enacted to eliminate ADP and transfer the "Non Drug Medi-Cal" program to DHCS.

Recommendation/Requested Action:

Approval of Resolution and Amended Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Is a 4/5ths vote required? Yes No

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

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 Resolution and 3 original Amendments to Angie Grau in BH. I will return an original when received back from ADP.

FOR CLERK USE ONLY

Meeting Date June 11, 2013 Time 9 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 _____
of _____

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

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

IN THE MATTER OF:

RESOLUTION APPROVING THE
STATE OF CALIFORNIA DEPARTMENT
OF ALCOHOL AND DRUG STANDARD
AGREEMENT AMENDMENT NO. 10-NNA03 V.1

RESOLUTION NO. 13-

WHEREAS, the State of California Department of Alcohol and Drug Programs (ADP) Standard Agreement Amendment No. 10-NNA-03 V.1 with Amador County for FY 2012-2013 extending the contract period to end June 30, 2014;

WHEREAS, Amendment No. 10-NNA-03 V.1 increases the contract amount for FY 2012-2013 services and adds new funding for FY 2013-2014 services; and

WHEREAS, The "Non Drug Medi-Cal" program portions of the contract amendment, implements a Contingency Assignment of Agreements from ADP to the Department of Health Care Services (DHCS) if the FY 2013-2014 Budget Act is enacted to eliminate ADP and transfer the "Non Drug Medi-Cal" Program to DHCS.

BE IT RESOLVED that the Amador County Board of Supervisors does hereby approve the State of California Standard Agreement Amendment for the Department of Alcohol & Drug Programs with Amador County for the period of July 1, 2010 through June 30, 2014.

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 _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

1700 K STREET
SACRAMENTO, CA 95811-4037
TTY/TDD (800) 735-2929
(916) 323-2043



May 3, 2013

To: County Alcohol and Drug Program Administrator

Subject: Fiscal Year 2012-13 Contract Amendment for Substance Use Disorder Services

Enclosed for signature is the Fiscal Year (FY) 2012-13 contract amendment for Substance Use Disorder (SUD) services. Please return the signed contract to the Department of Alcohol and Drug Programs (ADP) by June 14, 2013.

The contract amendment reflects the following:

- 1) Extends the contract period to end June 30, 2014;
- 2) Increases or decreases the contract amount for FY 2012-13 services;
- 3) Adds new funding for FY 2013-14 services; and,
- 4) With regard to the "Non Drug Medi-Cal" program portions of this contract amendment, implements a Contingency Assignment of Agreement from ADP to the Department of Health Care Services (DHCS) if the FY 2013-14 Budget Act is enacted to eliminate ADP and transfer the "Non Drug Medi-Cal" program to DHCS.

Attached to the Standard Agreement 213 form are the following documents:

- Standard Agreement Attachment for Counties identifying Contract Changes for FY 2012-13
- Exhibit A1 – All Funding (FY 2012-13 SUD Budget)
- Exhibit A1 – All Funding (FY 2013-14 SUD Budget)
- Exhibit A1 – DMC Federal Funding Only (FY 2012-13 SUD Budget)
- Exhibit A1 – DMC Federal Funding Only (FY 2013-14 SUD Budget)
- Exhibit B – General Terms and Conditions
- Exhibit C – Non-Drug Medi-Cal Substance Abuse Treatment Services and Funding Conditions
- Exhibit D – Drug Medi-Cal Treatment Program Services and Funding Conditions



DO YOUR PART TO HELP CALIFORNIA SAVE ENERGY
For energy saving tips, visit the Flex Your Power website at
<http://www.fypower.org>

This contract amendment will be valid and enforceable subject to authorization and appropriation of sufficient DMC funds to DHCS budget authority. If sufficient authorization and appropriation of DMC funds to DHCS's budget authority is denied, a reduction of DMC funding will be made to your contract via a subsequent contract amendment.

If you disagree with this amendment, the County must immediately notify ADP in writing. Failure to provide such notification may require DHCS to invoke its right to terminate the contract in order to ensure that services are provided with reasonable promptness.

The requirements for processing the enclosed contract amendment include the following:

- Obtain a resolution, board minutes, order, motion, or ordinance from the County Board of Supervisors which specifically approves and authorizes execution of this amendment.
- Have the individual authorized by the County Board of Supervisors sign three (3) Standard Agreement Amendment forms. Include authority to sign if other than the Chairman of the Board signs.
- Return three (3) original signed Standard Agreement forms with the authorization to:

Department of Alcohol and Drug Programs
ATTN: Irma Nieves
1700 K Street, 4th Floor
Sacramento, California 95811

- Make a copy of the signed agreement as a temporary record and keep the contract boilerplate for your records.

Upon receipt of the signed documents from the County, they will be processed and an original signed copy will be returned for your records.

If you have any questions, please call (916) 323-2043.

Sincerely,



SUSAN L. KING, Manager
Fiscal Management and Accountability Branch
Drug Medi-Cal Division
Department of Health Care Services

Enclosures:

- Standard Agreement Attachment for Counties identifying Contract Changes for FY 2012-13
- Exhibit A1 – All Funding (FY 2012-13 SUD Budget)
- Exhibit A1 – All Funding (FY 2013-14 SUD Budget)
- Exhibit A1 – DMC Federal Funding Only (FY 2012-13 SUD Budget)
- Exhibit A1 – DMC Federal Funding Only (FY 2013-14 SUD Budget)
- Exhibit B – General Terms and Conditions
- Exhibit C – Non-Drug Medi-Cal Substance Abuse Treatment Services and Funding Conditions
- Exhibit D – Drug Medi-Cal Treatment Program Services and Funding Conditions

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A Tri-Amend_DHCS (3/12)

Check here if additional pages are added: 1 Page(s)

ADP Agreement / Amend Number 10-NNA03 V.1	DHCS Agreement / Amend Number
Registration Number:	

1. This Agreement is entered into between the following State Agencies and the Contractor named below:

Primary State Agency also referred to as ADP
 Department of Alcohol and Drug Programs

Secondary State Agency also referred to as DHCS
 Department of Health Care Services

Contractor's Name (Also referred to as Contractor)
 County of Amador

2. The term of this Agreement is: July 1, 2010 through June 30, 2014

3. The maximum amount of this Agreement after this amendment is: **\$ 1,819,785**
 One million, eight hundred nineteen thousand, seven hundred eighty five dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Amendment effective date:** July 1, 2012

II. **Purpose of amendment:** This amendment: (1) extends the contract period to expire June 30, 2014; (2) increases contract amount for Fiscal Year 2012-13 services; (3) adds new funding for Fiscal Year 2013-14; and (4) with regard to the "Non Drug Medi-Cal" program portions of this agreement, implements a Contingency Assignment of Agreement (#10-NNA03 V.1) from the Department of Alcohol and Drug Programs to the Department of Health Care Services if the FY 2013-14 Budget Act is enacted to eliminate the Department of Alcohol and Drug Programs and transfer of the "Non Drug Medi-Cal" Program to the Department of Health Care Services.

III. Paragraph 3 (maximum amount) of the face of the amended STD 213 is amended to read: **\$1,819,785**
~~\$1,388,970.~~

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

STATE OF CALIFORNIA (Primary)		STATE OF CALIFORNIA (Secondary)	
Primary Agency Name Department of Alcohol and Drug Programs		Secondary Agency Name Department of Health Care Services	
By (Authorized Signature) 	Date Signed (Do not type) 5/2/13	By (Authorized Signature) 	Date Signed (Do not type)
Printed Name and Title of Person Signing Susan Lussier, Deputy Director, Division of Administration		Printed Name and Title of Person Signing Andrew Young, Chief, Contracts and Purchasing Services Section	
Address 1700 K Street, Sacramento, CA 95811		Address P.O. Box 997413, MS Code 1403, Sacramento, CA 95899-7413	
CONTRACTOR		CALIFORNIA Department of General Services Use Only	
Contractor's Name (if not an individual, indicate a corporation, partnership etc.) County of Amador		<input checked="" type="checkbox"/> Exempt per: DGS memo dated 7/10/96 and Welfare and Institutions Code 14087.4	
By (Authorized Signature) 	Date Signed (Do not type)		
Printed Name and Title of Person Signing Richard M. Forster, Chairman, Board of Supervisors			
Address 810 Court Street Jackson, CA 95642			

- IV. By executing this amendment, the Department of Alcohol and Drug Programs expressly consents that all rights and interests in Agreement (#10-NNA03 V.1) with respect to the "Non Drug Medi-Cal" Program are assigned to the Department of Health Care Services as of July 1, 2013, if the Fiscal Year 2013-14 Budget Act eliminating the Department of Alcohol and Drug Programs, which includes the transfer of the "Non Drug Medi-Cal" Program to the Department of Health Care Services is approved. By executing this amendment, the Department of Health Care Services assumes all rights, duties, obligations, responsibilities, and liabilities of any type that accrue under Agreement (#10-NNA03 V.1) with respect to the "Non Drug Medi-Cal Program" on or after July 1, 2013 and agrees to abide by the terms and conditions of said agreement.
- V. Attached to this contract amendment is a listing of contract boilerplate changes from Fiscal Year 2011-12 to Fiscal Year 2012-13.
- VI. Attached to this contract amendment is Exhibit A1 (DMC Federal Funding Only) of the Fiscal Year 2012-13 Substance Use Disorder Budget for the County of Amador, ADP Contract #10-NNA03 V.1.
- VII. Attached to this contract amendment is Exhibit A1 (DMC Federal Funding Only) of the Fiscal Year 2013-14 Substance Use Disorder Budget for the County of Amador, ADP Contract #10-NNA03 V.1.
- VIII. As part of the Contingency Assignment, attached to this contract amendment is Exhibit A1 (All Funding) of the Fiscal Year 2012-13 Substance Use Disorder Budget for the County of Amador, ADP Contract #10-NNA03 V.1.
- IX. As part of the Contingency Assignment, attached to this contract amendment is Exhibit A1 (All Funding) of the Fiscal Year 2013-14 Substance Use Disorder Budget for the County of Amador, ADP Contract #10-NNA03 V.1.
- X. Attached to this contract amendment is Exhibit B, General Terms and Conditions, effective July 1, 2012, as part of the multi-year contract for the Fiscal Year 2010-11 through Fiscal Year 2013-14, for the County of Amador, ADP Contract #10-NNA03 V.1.
- XI. Attached to this contract amendment is Exhibit C, Non Drug Medi-Cal Substance Abuse Treatment Services and Funding Conditions, effective July 1, 2012, as part of the multi-year contract for the Fiscal Year 2010-11 through Fiscal Year 2013-14, for the County of Amador, ADP Contract #10-NNA03 V.1.
- XII. Attached to this contract amendment is Exhibit D, Drug Medi-Cal Treatment Program Services and Funding Conditions, effective July 1, 2012, as part of the multi-year contract for the Fiscal Year 2010-11 through Fiscal Year 2013-14, for the County of Amador, ADP Contract #10-NNA03 V.1.
- XIII. By executing this amendment, the County of Amador consents to this assignment.
- XIV. As a result of the government reorganization that resulted in the assignment, various department programs may experience a physical relocation, reassignment of personnel, change in programmatic procedures/policies, or other effect. If this agreement, during the remainder of its duration, is impacted by such changes, the Department of Health Care Services reserves the right, without initiation of a formal amendment, to issue one or more written notices to the Contractor supplying alternate information and/or instructions regarding contract numbers, invoicing instructions, document addressing, personnel changes, and/or other procedural/policy changes.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 29, 2013

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

Phone Ext. 412

Department Head Signature [Signature]

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

Meeting Date Requested:

06/11/13

Agenda Title: NAMI-Amador and Amador County Behavioral Health 2nd Amendment FY 2013-2014

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approval of this 2nd amendment 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 services is funded by the Mental Health Services Act (MHSA)

This 2nd Amendment changes the term, scope of work and budget.

Recommendation/Requested Action:

Approval of 2nd Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman [Signature]

Counsel [Signature]

Auditor [Signature]

GSA Director [Signature]

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

June 11, 2013

Time

9 a.m.

Item #

4A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health Services **Date of Request:** 11/28/12

Contact Name: Christa Thompson **Phone:** 209-223-6814

Estimated Total Cost: \$ 14,240 **Proposed Vendor:** NAMI Amador

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

____ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

____ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest. Check those that apply.

- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section **3.08.260** and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary. NAMI (National Alliance for Mental Illness) Amador is the only organization in Amador that provides outreach and support to families of those with serious mental illness.

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.

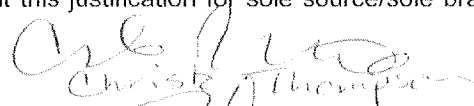
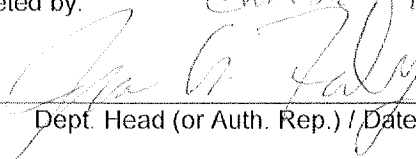
4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

CERTIFICATION:


I am aware of Amador County policies and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT APPROVAL:

Chris Thompson

 12/20/12
 Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL:

 12/26/12
 Procurement Officer / Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2013

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

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

PRODUCER All-Cal Insurance Agency 505 Vernon Street Roseville CA 95678	CONTACT NAME: Mike Esparza
	PHONE (A/C No. Ext): (916) 784-9070 FAX (A/C No.): (916) 784-0158 E-MAIL ADDRESS: michael@all-calinsurance.com
INSURED NAMI - Amador P.O. Box 482 Jackson CA 95642	INSURER(S) AFFORDING COVERAGE
	INSURER A: Great American Assurance
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL1312803150 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	MAC 143 80 56-02	2/15/2013	2/15/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 50,000
						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS						
UMBRELLA LIAB						EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR						AGGREGATE \$
EXCESS LIAB						\$
<input type="checkbox"/> CLAIMS-MADE						
DED RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE COUNTY OF AMADOR, ITS OFFICERS, OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS ARE NAMED ADDITIONAL INSURED, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS AGREEMENT ARE CONCERNED. THIS INSURANCE IS PRIMARY; ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES, REPRESENTATIVES, OR AGENTS SHALL BE IN EXCESS OF THE CONTRACTOR'S INSURANCE AND SHALL NOT CONTRIBUTE WITH IT.

*10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER COUNTY OF AMADOR OFFICE OF RISK MANAGEMENT 810 COURT ST JACKSON, CA 95642	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED--DESIGNATED OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

COUNTY OF AMADOR
BEHAVIORAL HEALTH DEPTGENTS
ATTN: RISK MANAGEMENT
810 COURT ST
JACKSON, CA 95642

ITS OFFICERS, OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS ARE NAMED ADDITIONAL INSURED, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS AGREEMENT ARE CONCERNED. THIS INSURANCE IS PRIMARY; ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES, REPRESENTATIVES, OR AGENTS SHALL BE IN EXCESS OF THE CONTRACTOR'S INSURANCE AND SHALL NOT CONTRIBUTE WITH IT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. in the performance of your ongoing operations; or
- B. in connection with your premises owned by or rented to you.

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and NAMI -AMADOR, a California non-profit corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of April 26, 2011 whereby Contractor agreed to provide educational and support services, in the form of four support groups, to those with major mental illness and families of people with major mental illnesses, upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of June 12, 2012.

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

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effective through June 30, 2014.

2. Attachment A to the Original Agreement is hereby deleted, and the document attached as Attachment A to this First Amendment is substituted in its place.

3. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this Second Amendment substituted in its place:


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

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

COUNTY OF AMADOR

CONTRACTOR:
NAMI -AMADOR, a California nonprofit corporation

BY: _____
Richard M. ~~Foster~~ Forster
Chairman, Board of Supervisors

BY:  _____
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

BY: _____
Deputy

Attachment A
SCOPE OF WORK
**National Alliance on Mental Illness (NAMI) Amador
Outreach & Support Groups**
FY 2013-14

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 currently offered one time 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 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. NAMI intends to offer compensation and training to the peer facilitator for this group, as it involves having a significant skill level and a good understanding of mental illness. Paid consultation for this group is also planned.

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
- Homeless

Program Objectives

1. Serve at least 125 adults age 18 and over through four (4) group offerings and outreach activities.
2. Provide the four (4) 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.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/29/2013

Agmt

From: James Foley, Director of HHS

(Department Head - please type)

Phone Ext. 412

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

Meeting Date Requested:

06/11/2013

Department Head Signature _____

James Foley

Agenda Title:

Crestwood Behavioral Health and Amador County Behavioral Health Second Amendment FY 2013-2014

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this 2nd Amendment with Crestwood Behavioral Health which provides long term psychiatric treatments services to Amador County Behavioral Health clients.

This 2nd amendment changes the term and fee schedule.

Recommendation/Requested Action:

Approval of 2nd Amendment

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

Comments: _____

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

RMA

Counsel _____

GG

Auditor _____

EJD

GSA Director _____

HOP

CAO _____

[Signature]

Risk Management _____

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

Please return two original Amendments to Angie Grau in Behavioral Health

FOR CLERK USE ONLY

Meeting Date

June 11, 2013

Time

9 a.m.

Item #

4B

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

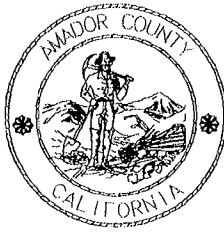
of _____

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

Save



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health **Date of Request:** 02/04/2013

Contact Name: Angie Grau **Phone:** 223-6346

Estimated Total Cost: \$ 250,000.00 **Proposed Vendor:** Crestwood Behavioral Health

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

_____ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

_____ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest. Check those that apply.

- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

a. The requested product is an integral repair part or accessory compatible with existing equipment.

b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: This contractor provides professional services for clients of Amador County. Clients admitted to this inpatient psychiatric facility were first admitted to a hospital emergency room in crisis and are deemed a 5150. Currently this contractor has a current agreement signed by the Board of Supervisor for medical professional services. Multiple hospitals are required to contract with, due to the need of open beds for emergency client admissions.

3. Was an evaluation of other equipment, products, or services performed? Yes No
 If yes, please provide all supporting documentation. SERVICES ARE UNIQUE

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

1402
2/11/13

CERTIFICATION:

I am aware of Amador County polices and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT APPROVAL:

[Signature]
 Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL:

[Signature] 2/11/13
 Procurement Officer / Date

CERTIFICATE OF INSURANCE

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

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

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

COVERAGES:

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

WORKERS COMPENSATION CARRIER:

National Union Fire Insurance Co., Policy 025052343 ; 1/1/2013-1/1/2014
Statutory WC; Employers Liability \$1,000,000 claim/aggregate/employee

GENERAL & PROFESSIONAL LIABILITY CARRIER:

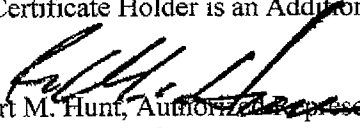
Chartis Specialty Lines Insurance Co., Policy 1929684; 1/1/2013-1/1/2014
\$1/6,000,000 Each & Aggregate Claims; Occurrence Manuscript form both parts;
Products/Completed Operations \$6,000,000; Personal/Advertising \$1,000,000

DESCRIPTION OF OPERATIONS: Psychiatric & Skilled Nursing Facility

CANCELLATION:

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

The Certificate Holder is an Additional Insured for general liability only.


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

1/7/2013

ENDORSEMENT

This endorsement, effective 12:01 AM: 01/01/2013

Forms a part of Policy No: GL 1929684

Issued to: CRESTWOOD BEHAVIORIAL HEALTH INC.

By: CHARTIS SPECIALTY INSURANCE COMPANY

ADDITIONAL INSUREDS ENDORSEMENT

This endorsement modifies insurance provided under the following:

HEALTHCARE GENERAL LIABILITY COVERAGE PART

Schedule


ANY CALIFORNIA COUNTY

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

- (a) In the performance of your ongoing operations; or
- (b) In connection with your premises owned by or rented to you

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

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



Authorized Representative
or Countersignature (in states where applicable)

Manuscript

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, dba: American River Behavioral Health Center, a California corporation located at 520 Capitol Mall, Suite 800, Sacramento, CA 95814 (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 26, 2012 whereby Contractor agreed to provide inpatient mental health treatment services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of March 12, 2013. The Original Agreement, as amended by the First Amendment is referred to herein as the "Agreement."

B. County and Contractor desire to further modify the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effective through June 30, 2014.

2. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this Second Amendment substituted in its place.

3. First paragraph on page one is hereby updated, deleting dba: Fruitridge Transitional Home, and dba: Engle House.


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

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

COUNTY OF AMADOR

CONTRACTOR:
CRESTWOOD BEHAVIORAL HEALTH,
INC., a Delaware corporation,
dba: American River Behavioral Health
Center.

BY: _____
Richard M. ~~Foster~~ Forster
Chairman, Board of Supervisors

BY:  _____
George C. Lytal, President

Federal ID # 68-0399495

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____
Gregory Gillott

BY: _____
Deputy

ATTACHMENT B

Fiscal Year 2013-2014

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

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

TOTAL WITH ENHANCED SERVICES

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

IMD 18-64

		BASIC	ENHANCED	TOTAL
VALLEJO	(37 BED)	179.32	17.00	196.32
		179.32	30.00	209.32
		179.32	50.00	229.32
		179.32	80.00	259.32
REDDING WELLNESS AND RECOVERY		179.32	10.00	189.32
		179.32	20.00	199.32
		179.32	40.00	219.32
		179.32	50.00	229.32

TOTAL WITH ENHANCED SERVICES

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

NON IMD 18-64

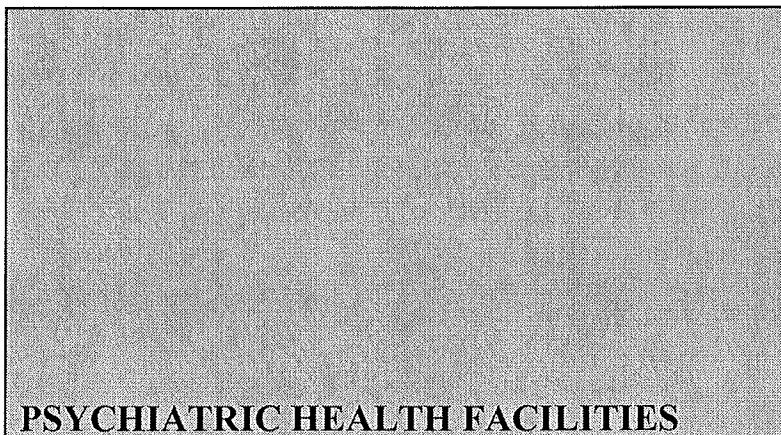
STOCKTON			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	179.32	14.00	193.32
MODESTO			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	179.32	14.00	193.32
FREMONT GTC	NON MEDI CAL	207.98	118.00	325.98
	NEURO-BEHAV		118.00	118.00
	CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT		0.00	28.00	28.00
		0.00	50.00	50.00
			80.00	80.00
			118.00	118.00

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

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC	191.00
	SUB ACUTE	231.00
SAN JOSE		228.00
	PREGNANT	238.00
VALLEJO	LEVEL 1	282.00
	LEVEL 2	240.00
	LEVEL 3	213.00
	LEVEL 4	200.00
ANGWIN	LEVEL 1	273.00
	LEVEL 2	218.00
	LEVEL 3	178.00
BAKERSFIELD	LEVEL 1	231.00
	LEVEL 2	512.00
EUREKA		241.00

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



SACRAMENTO		779.00
SAN JOSE		950.00
	INDIGENT	1,050.00
KERN		800.00
AMERICAN RIVER		676.00

COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA)	DAY TREATMENT	140.00
	RCFE	103.00
	ARF	90.00
OUR HOUSE		100.00
BRIDGE(KERN)		160.00
AMERICAN RIVER RESIDENTIAL		105.00
PLEASANT HILL BRIDGE		105.00
PLEASANT HILL PATHWAYS		155.00
FRESNO		160.00
VALLEJO RCFE		100.00

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00

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

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/29/2013

Agmt

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>06/11/2013</u>	

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

Department Head Signature

Agenda Title: Milhous Children's Services and Amador County Behavioral Health 1st Amendment Fiscal Year 2013-2014

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approval of this 1st amendment with Milhous Children's Services. This contractor provides services for seriously emotionally disturbed children and youth of Amador County.

This 1st amendment changes the term, scope of work and fee schedule.

Recommendation/Requested Action:

Approval of 1st Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman Counsel
 Auditor GSA Director
 CAO Risk Management _____

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

Please return two original 1st amendments to Angie Grau in Behavioral Health.

FOR CLERK USE ONLY

Meeting Date June 11, 2013 Time 9 a.m. Item # HC

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 _____ of _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health **Date of Request:** 02/12/2013

Contact Name: Angie Grau **Phone:** 223-6346

Estimated Total Cost: \$ 82,500.00 **Proposed Vendor:** Milhous Children's Services

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

_____ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

_____ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply.

- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- c. The requested product is standardized in accordance with Section **3.08.260** and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise.

Retraining would incur substantial cost in time and/or funding

- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary: This contractor provides professional mental health services for seriously emotionally disturbed children and youth of Amador County. Currently this contractor has a current agreement signed by the Board of Supervisor for professional services. Multiple rehab treatment centers are required to contract with, due to the need of numerous available sources that may have openings for these children.

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.

These services have been evaluated and determined to be unique due to limited availability in providing service to seriously emotionally disturbed children and youth of Amador County. In addition, multiple similar services are sometimes needed in order to guarantee rehabilitation space or clinical and professional support for the County. The specific unique needs and requirements for utilizing Millhous Children's Services are determined by Behavioral Health professionals.

List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known

CERTIFICATION:

I am aware of Amador County policies and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT APPROVAL: _____
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] _____
Procurement Officer / Date 2/19/13

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and MILHOUS CHILDREN'S SERVICES, INC. a California corporation

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 26, 2012, whereby Contractor agreed to provide services for Seriously Emotionally Disturbed (SED) children and youth of Amador County upon the terms and conditions set forth in the Original Agreement.

B. County and Contractor desire to modify the Original Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT

This Agreement shall continue in effect through June 30, 2014.

2. Attachment A to the Original Agreement is hereby deleted, and the document attached as Attachment A to this First Amendment is substituted in its place:

3. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place.

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

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

COUNTY OF AMADOR

CONTRACTOR:
MILHOUS CHILDREN'S SERVICES, INC.
24077 State Highway 49
Nevada City, CA 95959

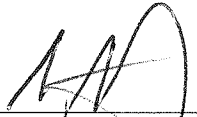
BY: _____
Richard M. Forster
Chairman, Board of Supervisors

BY: Teresa Petrie
TERESA MILHOUS PETRIE

Federal I.D. No.: 94-2742653

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 
Gregory Gillott

BY: _____
Deputy



ATTACHMENT A – SCOPE OF WORK

Fiscal Year 2013-2014

I. Scope of Services Provided

During the term of this contract, Contractor may provide Medi-Cal Services as defined in Title 9 of the California Code of Regulations, including but not limited to:

- 1. Day Treatment Intensive (DTI)**
- 2. Medication Support Services**
- 3. Crisis Intervention**
- 4. Family Therapy**
5. *Therapeutic Behavioral Services (TBS)*

MCS will provide services for Seriously Emotionally Disturbed (SED) children and youth, including eligible Educationally Related Mental Health Services (ERMHS) residential clients and EPSDT eligible residential clients and their families while they are placed in Milhous' Residential Treatment Center (RTC) Level 14 facility, as defined by Title 22 regulations.

All children who meet medical and service necessity criteria according to Title 9, Chapter 11, (Medi-Cal Specialty Mental Health Services) and ERMHS are enrolled in the Day Treatment Intensive program and are eligible to receive Medication Support Services, Crisis Intervention, Family Therapy and Therapeutic Behavioral Services.

The intensities of the psychological and social disorders of the children referred to our programs necessitate the need for intensive specialty mental health services. Each child will receive the certified Medi-Cal services in the category and amount appropriate for that child's individual need. Milhous Children's Services maintains Medi-Cal certifications through Nevada County and Sacramento County Department of Mental Health. Documentation of services fulfills all Medi-Cal criteria. Internal Utilization Reviews of progress notes and charts are completed monthly in addition to Nevada County and Sacramento County's UR process.

II. Staffing and Licenses

Contractor shall provide staffing for all contracted services in categories and at levels that meet or exceed those required under Title 9 Medi-Cal Specialty Mental Health Regulations for education, experience and licensure and/or registration with the Board of Behavioral Sciences and Examiners. Contractor shall maintain

all licenses, certifications and permits necessary for operation of contract program, including Medi-Cal certification through Nevada County and Sacramento County Department of Mental Health. Copies of valid applicable licenses and certifications shall be provided to County upon request.

All staff involved in the Day Treatment Intensive program will be registered with Nevada County and Sacramento County MH Quality Management. The DTI Program shall maintain a ratio of 8 clients to 1 LPHA (Licenced Practitioner of the Healing Arts). The LPHA must be licensed or a waived intern registered with the California Board of behavioral Science.

III. Receipt of Services

The client population to be admitted to MCS and the Day Treatment Intensive (DTI) Program are so psychiatrically and/or behaviorally impaired that they would, without treatment, require more restrictive care in a hospital setting.

A. Authorizations:

All children placed at Milhous Children's Services must have a current authorization from the placing County Mental Health Dept. for any needed Medi-Cal reimbursable services. Every three months, the child must receive ongoing authorization by the County for continued services. Authorizations for these services are the responsibility of the County Mental Health department.

B. Discharge:

The child's plan of discharge is identified upon entry to the Day Treatment Intensive Program. This plan is the responsibility of the primary clinician (LPHA) and shall be reviewed every 90 days. The plan will include a schedule that delineates the steps and time frames involved in the child's transition process for discharge including the clinical, family, academic and, behavioral components. Prior to discharge, the Day Treatment Intensive staff through the Clinical Case Conference will make recommendations to the placing County representative or their designee, as to the need for further mental health treatment. A Discharge/Transfer Summary will be completed on all children exiting the Day Treatment Intensive Program within 15 working days of discharge.

IV. Facility Headquarters/Hours

A. Headquarters

Contractor shall maintain appropriate program space in Nevada City and Sacramento and can be reached at:

Milhous Children's Services, Inc.

24077 State Highway 49

Nevada City, CA 95959

Phone 530-265-9057, Fax 530-292-3803

B. Hours

Contractor shall operate the Day Treatment Intensive program a minimum of 240 days per year. The hours of the DTI Program are 12:30pm – 4:50pm, a daily total of 4 hours and 20 minutes, Monday – Friday. During holiday weeks the start time may change in order to accommodate special activities, still maintaining the four hour and twenty minute block of time. Medication Support will be available 5 days per week. All other services described in Section I will be provided throughout the year, based on each client's individual treatment needs.

V. Program Description/ Service Activities

A. Day Treatment Intensive

The Day Treatment Intensive Program provides a structured, therapeutic milieu in which a range of treatment interventions are incorporated.

1. **Individual and Group Psychotherapy:** comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. DTI includes individual therapy (normally twice a month) and Group Therapy (conducted five days a week). Therapy is focused on the goals identified in each child's Assessment and Client Plan (ACP). Individual Therapy is provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable Long term goals and short term objectives are addressed with structured therapeutic interventions.
2. **Skill Building Groups:** focus on the utilization of multi-media materials in a group setting to facilitate both a learning process and development of skills necessary for adulthood. Topic areas may include: Assertiveness, Medication Education, Stress Management, Milhous Scouts, Male/Female Relationships, Value Clarification, Cultural Awareness, Self Image, Health and Wellness, Self-esteem Building, Feelings and Transitioning back into the community.
3. **Adjunctive Groups:** provide opportunities for children to express their thoughts and emotions, to explore a deeper understanding of their self, and to increase self-esteem through personal expressions in art, recreation, therapeutic animal interactions, dance, music, etc.
4. **Process Groups:** help children develop the skills necessary to deal with their problems and issues by providing peer interaction and feedback to develop problem-solving strategies and assisting one another in resolving behavior and emotional problems.
5. **Community Meetings:** (conducted five days a week) includes, but not limited to, discussion of daily schedule; any current events, individual issues children or staff wish to discuss to elicit support of the group

milieu process; conflict resolution; planning for special events; discussion of day treatment experiences; and debriefing or wrap-up.

6. **Day Treatment Collateral Contact:** is with one or more *significant support person(s)* in the life of the child. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping *significant support person(s)* to understand and accept the child's condition, and involves them in treatment service planning and implementation of the client plan.

B. Medication Support Services

“Medication support services include prescribing, and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. This service includes:

- *evaluation of the need for medication*
- *evaluation of clinical effectiveness and side effects of medication*
- *obtaining informed consent*
- *medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)*
- *plan development related to the delivery of this service and/or to the status of the individual's community functioning*
- *prescribing, psychiatric medications”*

Medication support services shall be provided within the staff person's scope of practice. (Physician, Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician.)

Many of our children benefit from psychotropic medications. All children will be assessed by Milhous' consulting Psychiatrist. Children who are prescribed medications will be seen more frequently. Children who remain stable on medications may be seen for medication support services by our psychiatrist twice a month. Those children who are not yet stabilized may need to be seen more and preauthorization will be requested. With the intensity of the diagnoses and age of the child, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, our nursing staff meets with the children between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. *Dispensing of medication is not included as part of our medication support services.*

C. Family Therapy focuses on the problems of the child as a family member. Assessment of family dynamics contributing to the emotional disturbance of the child, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the child with the family. Family therapy is provided (normally twice a month) by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable Long term goals and short term objectives are addressed with structured therapeutic interventions.

D. Crisis Intervention

MCS is prepared to provide crisis intervention services as needed. All staff working with the children have been trained and certified in crisis intervention. Not all children placed with Milhous require crisis intervention services. Milhous' experience has been that the children placed in our level 14 programs require anywhere from 0 crisis intervention services to an average of 55 minutes per quarter.

"Crisis Intervention is a quick emergency response service enabling the Individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the Individual's need for immediate service intervention. Crisis Intervention services are limited to stabilization of the presenting emergency."

E. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are *supplemental* specialty mental health services under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) benefit. TBS is an intensive, individualized, one-to-one, short-term, outpatient treatment intervention for beneficiaries with serious emotional disturbances (SED) who are at risk of losing their residential placement due to their behavior. For a child to be eligible for TBS, a mental health provider must find that in his or her clinical judgment, either that:

- a. It is highly likely that without the additional short-term support of TBS the child will need placement in an acute psychiatric hospital inpatient services, psychiatric health facility services, or crisis residential treatment services.
- b. The child needs the additional support of TBS to enable a transition from their current level program to a lower level.

VI. Documentation of Services:

Contractor shall document services under this contract according to service definitions found in Title 9 Medi-Cal regulations, and to specific County requirements outlined in the Documentation Standards section of the contract.

ATTACHMENT B- Fee Schedule

This Contract Shall Not Exceed Eighty Two Thousand Five Hundred (\$82,500.00)

Rates of Service

These amounts are in addition to the regular RCL 14 rate. In order to assist the County in capturing Medi-Cal reimbursement for eligible services, Contractor will provide Mental Health Services including:

1. Full Day Intensive Treatment, full day (5 days per week)
2. Medication Support Services
3. Crisis Intervention
4. Specialty Mental Health Services
5. Therapeutic Behavioral Services (TBS)

Although each child will receive individualized services based on his/her individualized treatment needs, the annual budgeted units of service for each child is as follows:

County shall pay CONTRACTOR in Fiscal Year 2013-2014 for each service in the amount of the rates listed below. These rates coincide with previous years Short-Doyle State Maximum Reimbursement Rate.

Service	*Units	12-13 Rate
5 Full Day Intensive	240 units (days)	\$202.43
5 Half Day Intensive	240 units (days)	\$144.13
Crisis Intervention	As needed units*	\$3.88
Medication Support MD	1111 units*	\$4.82
Medication Support RN	505 units*	\$4.82
Specialty Mental Health Services	1440 units*	\$2.61
TBS	As Needed	\$2.61

* Units of Crisis Intervention and Medication Support are annual *average* units of service per child.

Signature of County Representative _____ Date _____

Richard M. Forster



CERTIFICATE OF LIABILITY INSURANCE

MILHO-1 OP ID: BC

DATE(MM/DD/YYYY)
09/06/12

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

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

PRODUCER Der Manuel Ins & Fin Svcs Inc Der Manuel Insurance Group P.O. Box 28908 Fresno, CA 93729-8906 Joe Thacker	559-447-4600	CONTACT NAME: PHONE (AG. No. Ext): 559-447-4600 FAX (AG. No.): 559-447-4586 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
INSURED Milhous Children's Services, Inc. Michelle Milhous 24077 Highway 49 Nevada City, CA 95959	INSURER A: Markel Insurance Co.	NAIC# 38970
	INSURER B: NonProfits' United	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		8502SS3287673	09/06/12	09/06/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2017	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		4602SS3287693	09/06/12	09/06/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Misc Professional		8502SS3287673	09/06/12	09/06/13	Agg/Each 3M/1M
A	Abuse/Molestation		8502SS3287673	09/06/12	09/06/13	Agg/Per 1M/1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Endorsement Attached: CG2026 07/04.

CERTIFICATE HOLDER CANCELLATION

AMADO-1 Amador County Office of Risk Management 810 Court St Jackson, CA 95642	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

POLICY NUMBER: 8502SS3287673

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organizations(s)
Amador County Office of Risk
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

MILHO-1 OP ID: BC

DATE (MM/DD/YYYY)
09/06/12

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

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

PRODUCER Der Manuel Ins & Fin Svcs Inc Der Manuel Insurance Group P.O. Box 28906 Fresno, CA 93729-8906 Joe Thacker	559-447-4800	CONTACT NAME: PHONE (A/C No, Ext): 559-447-4600 FAX (A/C, No): 559-447-4586 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Market Insurance Co. NAIC # 38970 INSURER B: NonProfits United INSURER C: INSURER D: INSURER E:	
INSURED: Milhous Children's Services, Inc. Michelle Milhous 24077 Highway 49 Nevada City, CA 95959		

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. VOED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	8602SS3287673	09/06/12	09/06/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2017	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		4602SS3287693	09/06/12	09/06/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Misc Professional		8602SS3287673	09/06/12	09/06/13	Agg/Each 3M/1M
A	Abuse/Molestation		8502SS3287673	09/06/12	09/06/13	Agg/Per 1M/1M

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

Endorsement attached: CG2026 07/04.

CERTIFICATE HOLDER CANCELLATION

AMADO-3 County of Amador Behavioral Health 108777 Conductor Blvd, Ste#300 Sutter Creek, CA 95685	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

POLICY NUMBER: 8502SS3287673

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organizations(s)
County of Amador
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2012

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

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

PRODUCER 0726293 1-415-546-9300
 Arthur J. Gallagher & Co.
 Insurance Brokers of California, Inc., License #0726293
 One Market Plaza, Spear Tower
 Suite 200
 San Francisco, CA 94105
 Susan Blankenburg

INSURED
 Milhous Children's Services, Inc.
 24077 State Highway 49
 Nevada City, CA 95959

CONTACT NAME:
PHONE (A/C, No. Ext): **FAX (A/C, No.):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NonProfits' United Workers' Compensation	
INSURER B: SAFETY NATL CAS CORP	15105
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 30644436 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N	NPU - WCG 001-2013	01/01/13	01/01/14	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Excess Workers' Comp			SP 4047536	01/01/13	01/01/14	Limit Per Occ. 100,000,000 E.L. Per Occ & Agg 2,000,000 SIR 500,000

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

CERTIFICATE HOLDER
 Amador County
 Behavioral Health
 108777 Conductor Blvd.
 Ste. 300
 Sutter Creek, CA 95685
 USA

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



CERTIFICATE OF LIABILITY INSURANCE

MILHO-1

OP ID: PC

DATE (MM/DD/YYYY)

07/03/12

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

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

PRODUCER Der Manouel Ins & Fin Svcs Inc Der Manouel Insurance Group P.O. Box 28906 Fresno, CA 93729-8906 Joe Thacker	559-447-4600	CONTACT NAME: PHONE (A/C, No, Ext): 559-447-4600 FAX (A/C, No): 559-447-4586 E-MAIL ADDRESS:														
	INSURED Milhous Children's Services, Inc. 24077 Highway 49 Nevada City, CA 95959	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: NonProfits' United</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NonProfits' United		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: NonProfits' United																
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			2017	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> Y/N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

AMADO-3 County of Amador Behavioral Health 108777 Conductor Blvd, Ste#300 Sutter Creek, CA 95685	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>5/28/13</u>	
<u>6/11/13</u>	

To: Board of Supervisors

Date: May 13, 2013

Agmt

From: James Wegner
(Department Head - please type)

Phone Ext. 515

Department Head Signature [Signature]

Agenda Title: US Forest Service Agreement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Approval of United States Forest Service (USFS) Agreement committing the Amador County Sheriff's Office to perform patrol and controlled substance investigations/enforcement on USFS properties within Amador County. Patrol services will be reimbursed in an amount not to exceed \$23,000.00 while an additional \$5,000.00 will be available drug enforcement services.

Recommendation/Requested Action:
Approve agreement and authorize Chairman's signature

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

Projected revenue in FY 13/14 budget _____

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: _____

Committee Review? N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman [Signature] Counsel [Signature]

Auditor _____ GSA Director [Signature]

CAO _____ Risk Management [Signature]

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

FOR CLERK USE ONLY

Meeting Date June 11, 2013 Time 9 a.m. Item # 4D
May 28, 2013

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Other: 5/28 - Pulled. Resubmit on 6/11/13.

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
--	---	--

FS Agreement No. 13-LE-11051360-009
Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
AMADOR COUNTY SHERIFF'S OFFICE
And The
USDA, FOREST SERVICE

ELDORADO NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Amador County Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Amador County/Eldorado National Forest Cooperative Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest



Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

USDA, Forest Service
Albuquerque Service Center

Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
Email: asc_ga@fs.fed.us

Send copy to:

Donna-Lee DeCantillon
Law Enforcement Program Assistant
Eldorado National Forest
100 Forni Road
Placerville, CA 95667
Phone: 530.642.5195
FAX: 530.642.5197
Email: ddecantillon@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Bryan Middleton, Captain Amador County 700 Court St Jackson CA 95642-2130 Telephone: <u>209-223-6787</u> Fax: <u>209-223-1609</u> bmiddleton@amadorgov.org	James Wegner Undersheriff, Amador County 700 Court Street Jackson, CA 95642-2130 Telephone: 209.223.6515 Fax: 209.223-1609 Email: jwegner@amadorgov.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Francisco Aguilar, Patrol Captain 100 Forni Road Placerville, CA 95667 Telephone: 530.642.5130 Fax: 530.642.5197 Email: faguilar@fs.fed.us Camino ECC: 530.642.5170	Donna-Lee DeCantillon Law Enforcement Program Assistant 100 Forni Road Placerville, CA 95667 Telephone: 530.642.5195 Fax: 530.642.5197 Email: ddecantillon@fs.fed.us



Don Hoang, Patrol Commander 1323 Club Drive Vallejo, CA 94592 Telephone: 707.562.8647 Fax: 707.562.9031 Email: dhoang@fs.fed.us	Suwannee Milburn, G&A Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707.562.18782 Fax: 707.562.9144 Email: semilburn@fs.fed.us
--	---

- C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- D. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, (*see related Provision IV-W*) funds not spent will be deobligated.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.



- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that



the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.


- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other requests for reimbursements.
 2. Withholding advance payments otherwise due to the Cooperator.
 3. Taking other action permitted by statute.
- Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.
- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the



terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

- R. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- S. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- U. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through 30 September 2017.
- W. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



 5-3-2013

MARTIN A. RYAN, Sheriff Date
 Amador County

 5/5/2013

Chair, Board of Supervisors, Amador County Date
 Richard M. Forster

KATHRYN D. HARDY, Forest Supervisor Date
 US Forest Service, Eldorado National Forest

SCOTT HARRIS, Special Agent in Charge Date
 US Forest Service, Pacific Southwest Region

The authority and format of this agreement have been reviewed and approved for signature.

 04/28/2013

SUWANNEE MILBURN Date
 US Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 13-LE-11051360-009

Mod 01

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
AMADOR COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
ELDORADO NATIONAL FOREST**

FY 2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the El Dorado County Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #13-LE-11051360-008 executed on _____ . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending December 31, 2013.

Previous Year Carry-over: -0-
Current Year Obligation: \$23,000
FY 2013 Total Annual Operating Plan: \$23,000

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Bryan Middleton, Captain Amador County Address: 700 Court Street City, State, Zip: Jackson, CA 95642-2130 Telephone: 209.2236787 FAX: 209.223.1609 Email: bmiddleton@amadorgov.org	James Wegner Undersheriff, Amador County Address: 700 Court Street City, State, Zip: Jackson, CA 95642-2130 Telephone: 209.223.6515 FAX: 209.223.1609 Email: jwegner@amadorgov.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Francisco Aguilar, Patrol Captain 100 Forni Road Placerville, CA 95667 Telephone: 530.642.5130 FAX: 530.642.5197 Email: faguilar@fs.fed.us Camino ECC: 530.642.5170 *****	Name: Donna-Lee DeCantillon Law Enforcement Program Assistant 100 Forni Road Placerville, CA 95667 Telephone: 530.642.5195 FAX: 530.642.5197 Email: ddecantillon@fs.fed.us *****
Gary Barnett, Patrol Captain 9646 Donner Pass Road Truckee, CA 96161-2949 Telephone: 530.587.3558 X237 FAX: 530.587.4857 Email: gbarnett@fs.fed.us Grass Valley ECC: 530.478.6111 *****	Suwannee Milburn Grants and Agreement Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707.562.8782 FAX: 707.562.9144 Email: semilburn@fs.fed.us
Don Hoang, Patrol Commander 1323 Club Drive Vallejo, CA 94592 Telephone: 707.562.8647 FAX: 707.562.9031 Email: dhoang@fs.fed.us	

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Salary (Deputy):	\$64.85 per hour includes fringe benefits and equipment costs
Mileage:	To be compensated at the 2013 IRS rate of 56.5 centers per mile For business miles driven.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Patrol on following U.S. Forest Service roads:

1. All National Forest System roads including but not limited to Tiger Creek, Salt Springs, Panther, Ellis, Bear River – Mokelumne tie, and Bear River roads including 4X4 roads where possible. Patrols will be scheduled during known or



anticipated high use periods, such as holiday weekends, scheduled events and routine weekend use.

- a. Patrols are to be made in a marked Sheriff's vehicle. The assigned Deputies will possess a radio capable of operating on Forest Service Frequencies or other jointly available frequencies and will maintain communications with the forest Service LEOs and Camino ECC. Duties for that day or time period scheduled will be entirely Forest Service oriented, and as such, the assigned Deputy will not be available for routine calls for service.
 - b. For each Patrol Shift, the assigned personnel will complete and turn in an Officer's Daily Log, or similar document. For Eldorado National Forest patrol, the logs shall be faxed at the end of each shift to the Patrol Captain at 530.642.5197. These logs must accompany the request for reimbursement for both units.
2. Patrol in the following campgrounds, developed sites, or dispersed areas:
- Amador Ranger District:** Including, but not limited to Mokelumne Canyon Campgrounds and dispersed areas up to Salt Springs Reservoir, Cole Creek, South Shore, Winton, Sugar Pine, Bear River, Silver Lake South and Kirkwood campgrounds and the summer home tracts at Devils Gate and Bear River. Patrols will be scheduled during known or anticipated high use periods, such as holiday weekends, scheduled events and routine weekend use.
- a. Patrols are to be made in a marked Sheriff's vehicle as well as on foot. The assigned Deputies will possess a radio capable of operating on Forest Service frequencies or other jointly available frequencies and will maintain communications with the Forest Service LEOs and either Camino or Grass Valley ECC. Duties for that day or time period scheduled will be entirely Forest Service oriented, and as such, the assigned Deputy will not be available for routine calls for service, unless approved by a designated representative.
 - b. For each Patrol Shift, the assigned personnel will complete and turn in an Officer's Daily Log, or similar document. For Eldorado National Forest patrol, the logs shall be faxed at the end of the shift to the Patrol Captain at 530.642.5197. These logs shall accompany the request for reimbursement for both units.
3. Cooperator will notify Camino ECC at 530.642.5170 of all known injury/fatality incidents that occur on National Forest System lands as soon as possible.
4. The Cooperator will furnish a proposed Forest patrol schedule to the Forest



Service for review that concentrates on holiday weekends, special event and weekends. Patrols will normally occur between Memorial Day and Labor Day weekends, but may be conducted on a call-as-needed basis with Forest Service approval. The Forest patrol schedule will be implemented upon the concurrence of the Cooperator and the Forest Service. Forest patrols will be provided as Cooperator staffing allows.

Funding is allocated as follows:

Eldorado National Forest.....\$23,000.00

The Cooperator may NOT change this allocation without prior written approval of the Forest Service.

Total allocation for Patrol Activities shall not exceed:.....\$23,000.00

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Eldorado National Forest Patrol Captain.

The Cooperator will account for and track these items, and will return them to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of the equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.



1. **Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- a. Mail copies of itemized billing statements to:
Francisco Aguilar, Patrol Captain
Eldorado National Forest Law Enforcement and Investigations
100 Forni Road
Placerville, CA 95667
- b. Final billings for reimbursement must be received by the Forest Service before December 31, 2013.



- c. Annually update the SAM registration of the County Sheriff's DUNS# for the verification of the EFT (Electronic Funds Transfer) banking information (visit SAM.gov to log in).

VI. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. See *Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.



6-5-13

Attest:
Deputy Clerk of the Board of Supervisors
Amador County

Date



6/5/2013

Chair, Richard M. Forster
Board of Supervisors
Amador County

Date



5-3-2013

MARTIN A. RYAN, Sheriff
Amador County

Date

KATHRYN D. HARDY, Forest Supervisor
U.S. Forest Service, Eldorado National Forest

Date

SCOTT HARRIS, Special Agent in Charge
Us Forest Service, Pacific Southwest Region

Date



The authority and format of this agreement have been reviewed and approved for signature.

04/25/2013

SUWANNEE MILBURN
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 13-LE-11051360-009

Modification No. 02

Cooperator Agreement No. _____

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
AMADOR COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE, ELDORADO NATIONAL FOREST**

FY 2013 CONTROLLED SUBSTANCES OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Amador County Sheriff's Office, hereinafter referred to as "ACS," and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #13-LE-11051360-009 executed on _____. This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning October 01, 2012 and ending September 30, 2013

Previous Year(s) Carry-over: \$0
Current FY- 2013 Year Obligation: \$5,000
FY -2013 Total Annual Operating Plan: \$5,000.

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Bryan Middleton, Captain Amador County Address: 700 Court Street City, State, Zip: Jackson, CA 95642-2130 Telephone: 209.2236787 FAX: 209.223.1609 Email: bmiddleton@amadorgov.org	James Wegner Undersheriff, Amador County Address: 700 Court Street City, State, Zip: Jackson, CA 95642-2130 Telephone: 209.223.6515 FAX: 209.223.1609 Email: jwegner@amadorgov.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jerry Hepler, Special Agent Eldorado National Forest 100 Forni Road Placerville, CA 95667-5310 Telephone: (530) 642-5103 (office) (cell) FAX: (530) 295-5622 E-mail: whepler@fs.fed.us	Angela Cabada, Program Support Asst. 1323 Club Drive Vallejo, CA 94592-1110 Telephone: (707) 562-8720 (office) FAX: (707) 562-9031 E-mail: aocabada@fs.fed.us
U.S. Forest Service Program Coordinator Contact	
Kent Delbon Assistant Special Agent in Charge Pacific Southwest Regional Office –LEI 1323 Club Drive Vallejo, CA 94592-1110 Telephone: (707) 562-8649 (office) Cell: (707) 373-6672 FAX: (707) 562-9031 E-mail: kdelbon@fs.fed.us	

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV-I of the Cooperative Law Enforcement Agreement between **ACS** and the U.S. Forest Service, Agreement No. 13-LE-11051360-009 the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The U.S. Forest Service agrees:

1. To reimburse **ACS** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;
 - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances. Reconnaissance shall be performed using a U.S. Forest Service approved aircraft with a minimum of one U.S. Forest Service observer on board, unless waived by the U.S. Forest Service.



2. To reimburse **ACS** for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
 - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse **ACS** for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: **ACS** retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.
4. To reimburse **ACS** for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. ACS agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
 - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.



- 2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in Section II, A of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The U.S. Forest Service and ACS mutually agree to the following:

- 1. The following rate schedule will apply to all expenditures that may be reimbursed to ACS under this agreement.

Salary (base)	\$64.85 per hour
Per diem costs	\$48.00/M&IE + \$95/Lodging
Travel (mileage and fares)	Actual documented costs
Helicopter flight time	Actual documented costs
Supplies or equipment	Actual documented costs

- 2. The total expenditures of ACS that may be reimbursed may not exceed..... **\$5,000**
The total expenditures for item A.4 may not exceed..... **10%** of the total allocation.
- 3. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.

III. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-I and III-C for additional information.

The ACS will furnish itemized monthly statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements to:
Angela Cabada, Program Support Asst.
Pacific Southwest Regional Office
LEI, R-5
1323 Club Drive
Vallejo, CA 94592-1110
- Send photocopy to:
Jerry Hepler, Special Agent
Eldorado National Forest
100 Forni Road
Placerville, CA 95667-5310
- b. Send hard copy invoices to:
U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109-4473



Or fax to: (877) 687-4894


Or e-mail scanned invoice to: ASC_GA@fs.fed.us

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before December 31, 2013 in order to receive payment.
- d. **Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.**

Job Code: NFLE0513 1360 \$5,000


In witness whereof, the parties hereto have executed this Operating Plan as the last date written below.


 _____ 5-3-2013
 MARTIN A. RYAN, Sheriff Date
 Amador County


 _____ 5/5/2013
 Chairman Richard M. Forster Date
 Board of Supervisors, Amador County

 SCOTT HARRIS, Special Agent in Charge Date
 U.S. Forest Service, Pacific Southwest Region

The authority and format of this operating plan has been reviewed and approved for signature.


 _____ 04/25/2013
 SUWANNEE MILBURN Date
 U.S. Forest Service, Pacific Southwest Region
 Grants Management Specialist



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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:	
June 11, 2013	

To: **Board of Supervisors**

Date: June 3, 2012

Misc. appts & resign.

From: Theodore Novelli, Vice Chair
(Department Head - please type)

Phone Ext. 470

Department Head Signature _____

Agenda Title: Mental Health Board

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of the appointment of Ms. Sheila K. Vinson to the subject Board for a three (3) year term that will expire on June 10, 2016.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A

Committee Review? N/A

Resolution Attached: Yes No N/A

Name _____

Ordinance Attached: Yes No N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman *[Signature]*

Counsel *CG*

Auditor *[Signature]*

GSA Director *hop*

CAO *[Signature]*

Risk Management _____

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

Bethany Renfree-Behavioral Health; Committee Clerk to send letter to appointee

FOR CLERK USE ONLY

Meeting Date June 11, 2013 Time 9 a.m. Item # 6A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
Completed by _____
of _____

A new ATF is required from _____
Department _____
For meeting _____
of _____

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

AMADOR COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION CENTER *810 COURT STREET * JACKSON, CA * 95642
(209) 223-6470

COMMITTEE MEMBER APPLICATION FORM

Date 5/28/13

Please consider me for the following committee:

Behavioral Health Advisory Board

NAME: *SHEILA K VINISON*

Mailing Address: *[REDACTED]*

Physical Address: *[REDACTED]*

Business Address: *[REDACTED]*

Telephone - Home: *N/A*

Work: *N/A*

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

As a member of NAMI, I have been asked to become a member of the Behavioral Health Advisory Board. AA in Social Science

Signature *Sheila K Vinison*

*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed _____

Committee Number _____

Term Expires _____

Supervisorial District *1st*

AGENDA TRANSMITTAL FORM

Misc. Appnts. & Resigns.

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
June 11, 2013	

To: **Board of Supervisors**

Date: June 3, 2013

From: Theodore Novelli, Vice Chair
(Department Head - please type)

Phone Ext. 470

Department Head Signature _____

Agenda Title: Commission on Aging

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

Approval of the appointment of Ms. Emma L. Darknell to the subject board for a three-year term that will expire on June 10, 2016.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman *[Signature]*

Counsel *GE*

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management _____

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

Confirmation letter to Ms. Darknell with cc: to Ms. Laurie Webb c/o Senior Center

FOR CLERK USE ONLY

Meeting Date June 11, 2013 Time 9 a.m. Item # 6B

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

COMMITTEE MEMBER APPLICATION FORM

Date 05-15-2013

Please consider me for the following committee:

Commission On Aging

NAME: Emma L. Darknell

Mailing Address: [REDACTED]

Physical Address: Same

Business Address: Thread Kraft Same

Telephone - Home: [REDACTED] Home: [REDACTED] Work: [REDACTED]

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

Please see attached sheet.

Signature Emma L. Darknell

*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted	Application Rejected
Date Appointed _____	Committee Number _____
Term Expires _____	Supervisorial District _____

Committee Member Application Form
For: Commission on Aging, Amador County

Name: Emma L. Darknell

I feel that I would be VERY qualified to be a Commissioner on Aging for Amador County. I moved up to Pioneer in 2011, after having lived in Cupertino, CA for over 40 years. During that time I attended "Leadership Cupertino," which was a three-month once a week training session for anyone interested in applying for public office of any kind. I was also a Public Safety Commissioner in Cupertino for four years, Chairing the commission for two years.

At one time my husband and I owned a rather large Locksmith Shop in Cupertino employing up to 15 employees, so I am familiar with dealing with the public in one capacity or another. I was a hands-on owner, so I waited on customers at the counter, I did bookkeeping for our business, and I did all of the marketing and Chamber of Commerce work for our business, as well.

During my time as a commissioner in Santa Clara County, I enjoyed meeting with the Mayor of Cupertino once a month giving my report on the decisions and recommendations my fellow commissioners and myself had reached. Our meetings were open to the general public, and I also made myself rather visible in the community trying to address any and all issues having to do with Public Safety.

I am past the age of 65 now, and I am vitally interested in any and all issues having to do with Seniors. I am a member of a Senior Singles Group that meets in Pine Grove monthly, and I also meet monthly (socially) with a lot of my neighbors where I live in Pioneer. We discuss any and all issues that have to do with living – usually alone – here in the upcountry.

I am currently a member of the UpCountry Rotary Club that meets once a week at Giannini's Restaurant, and I am also Secretary to the UpCountry Council. We meet the second Monday evening of every month. Our Council is currently chaired by Lynn Morgan, and I feel I have been very helpful to Lynn during her tenure as Chairman. It has been a pleasure to serve on the council, and I feel that I have been able to contribute as much as I have been rewarded with the experience.

I am also on the Task Force named SOUP – meaning Save Our Upcountry Payless – the current struggle to retain our wonderful full service grocery store up here in Pioneer. It is vitally important that this store stay in our neighborhood, for without it many seniors will have no access to fresh fruits, vegetables and meat. I have spent a LOT of time on this task force because of its importance with our senior population.

Earlier in my life, I was a Nurse, I was the private secretary for a very high-powered and well-known attorney, and at one time I owned a full service flower shop, so I do have very diverse experience – usually dealing with the public in one capacity or another, either while in business or with service to the public. I am also currently on the Board of the Foundation for the Preservation of Western Steam and Railroads in Scotts Valley, where I serve as Secretary to the Board.

Thank you for your consideration. It will be a pleasure to serve.
Emma Darknell

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: June 4, 2013

Misc.

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

Phone Ext. X759

Department Head Signature [Signature]

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>06/11/13</u>	

Agenda Title: RFP 13-05 DA Case Management System

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
On Thursday, May 16, 2013 at 1:30 PM RFP's for Amador County District Attorney's Case Management System - RFP No. 13-05, were received, opened and read publicly. The current results of proposals received and further information is given in the attached memorandum.

Recommendation: (1) Reject Ciber Inc.'s proposal and; (2) Authorize the Team to interview and negotiate with the other three proposers to develop and recommend the best solution for the County.

Recommendation/Requested Action:

See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

Staffing impacts N/A

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____

Committee Recommendation: _____

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

Comments: _____

Request Reviewed by:

Chairman [Signature]

Counsel GC

Auditor [Signature]

GSA Director [Signature]

CAO _____

Risk Management _____

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

GSA-Jon Hopkins; D.A.-Melinda Aiello; I.T.-Jeff White

FOR CLERK USE ONLY

Meeting Date June 11, 2013 Time 9 a.m. Item # 7A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
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

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *JHP*

DATE: June 4, 2013

SUBJECT: RFP 13-05 District Attorney Case Management System

On Thursday, May 16, 2013 at 1:30 PM RFP's for Amador County District Attorney's Case Management System - RFP No. 13-05, were received, opened and read publicly. Four proposals were received; below are the results currently:

Ciber Inc., Greenwood Village, CO = \$613,760 in yr 1 + \$61,680 in yr 2 and \$61,680 in yr 3 for usage fee and support;

Karpel Solutions, Saint Louis, MO = \$185,200 + \$20,000 for eSubpoena if selected + additional options and configurations + equipment and software licensing not included in vendor's proposal (recurring annual costs dependent on options selected (\$2,400/yr hosted, \$4,000/yr eSubpoena)

New Dawn Technologies, Logan, UT = \$252,839 + additional options and configurations + equipment and software licensing not included in vendor's proposal (recurring annual costs unknown at this time);

Court View Justice Solutions Inc., N. Canton, OH = \$173,039 + additional options and configurations + equipment and software licensing not included in vendor's proposal (recurring annual costs unknown at this time).

The Request for Proposals (RFP) is used when the competitive acquisition process is not "black and white" as it is for Bids and governed by law differently. Everything shifts to a higher level of complexity because an RFP is a negotiated process. In this particular case the project requires a team of individuals with varying skills which includes the District Attorney, I.T., GSA, and CAO (Team). The project is complicated because of the complexity associated with innovation, the degree of change with technology, County resources, integration and the number of interfaces, cost and flexibility, desired outcomes and requirements, equipment needs, proposer's qualifications, and familiarity with new technological solutions. The final solution is one that will reside with the District Attorney and County for years, making the selection challenging as on-going maintenance, training, future technological changes and cost must be considered as well.

One criterion for evaluating proposals was the appropriateness of the project approach and proposed project plan and budget. The County's Team has agreed the approach and plan Ciber Inc. proposed does not provide the best value resulting in a budget that far exceeds other proposals and is impractical for the County; therefore rejecting this proposal is recommended.

Recommendation: (1) Reject Ciber Inc.'s proposal and; (2) Authorize the Team to interview and negotiate with the other three proposers to develop and recommend the best solution for the County.

cc: Chuck Iley, County Administration Officer
File