

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: August 9, 2013

From: Jeff White  
(Department Head - please type)

Phone Ext. 870

<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>08/27/13</u>	

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

Agenda Title: Acceptance of the Microsoft Enterprise License Agreement renewal

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

The County is legally obligated to properly license software user by the County. As a result it is necessary to renew the Microsoft Enterprise License Agreement (referred to as EA) as the current EA expires on August 31, 2013. This license agreement covers the Windows operating system, Microsoft Office and the connection license of all computers and user accounts included on the Microsoft Enterprise Agreement as determined by the current inventory of computer and user accounts that qualify for this agreement.

Attached:

- 1) EA Signature Form
- 2) EA Enrollment (Document X20-03621)
- 3) EA Product Selection Form (Document X20-03622)

Recommendation/Requested Action:

Accept the 3 year EA renewal and approve the IT Director to process the annual payments under this three year EA.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts none

none - license cost is shared with depts for inclusion in budgets

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

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

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GB

Auditor Edlow

GSA Director Hof

CAO Dr

Risk Management mm

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

GSA, Auditor, CC, CAO, Risk

### FOR CLERK USE ONLY

Meeting Date August 27, 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 _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	For meeting of _____	

Save ....

# Program Signature Form

MBA/MBSA number

01E73134

Proposal ID

--

Agreement number

01E73134

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-03621
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Enrollment Product Selection Form	X20-03622
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> County of Amador <b>Signature*</b> _____ <b>Printed First and Last Name*</b> Richard Forster <b>Printed Title*</b> Chairman of the Board <b>Signature Date*</b> _____
<b>Tax ID</b> _____

\* indicates required field

Microsoft Affiliate
<b>Microsoft Licensing, GP</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title*</b> <b>Signature Date*</b>

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title*</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

**Prepared By:** Brandon Barkley

Brandon\_Barkley@dell.com

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID/Framework ID	
Previous Enrollment number <i>(Reseller to complete)</i>	7005283	Earliest expiring previous Enrollment end date <sup>1</sup>	8/31/2013

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

**Term.** This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

**Product order.** The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure ("VDI").. Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate's Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

## **2. Purpose.**

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

## **3. Product Use Rights, Qualifying Systems Licenses and Transitions.**

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.
- b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

- c. **Transitions.** The following requirements apply to Transitions:
  - (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
  - (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period
  - (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
  - (iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
  - (v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
  - (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
  - (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
  - (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

#### 4. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
  - (i) Any future pricing (if applicable); and
  - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

#### 5. **Order requirements.**

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
  - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must order Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Microsoft partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.



- (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.
- (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
- (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
- (iv) **Late true-up order.** If the true-up order is not received when due:
  - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
  - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.
- (vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:
  - 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

- d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

## **6. Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## **7. End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation

will be effective at the end of the month following 30 days after Microsoft has received the notice.

**(iii) Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**(iv) Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the agreement.

**e. Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

## Enrollment Details

### 1. Enrolled Affiliate's Enterprise.

Use this section to identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes . Check only one box in this section:

Enrolled Affiliate

Enrolled Affiliate and the following Affiliate(s):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### 2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity (must be legal entity name)\*** County of Amador

**Contact name\* First** Jeff **Last** White

**Contact email address\*** jwhite@amadorgov.org

**Street address\*** 810 Court Street

**City\*** Jackson

**State/Province\*** CA

**Postal code\*** 95642-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** US

**Phone\*** 209-223-6870

**Tax ID**

*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as primary contact

**Name of entity\***

**Contact name\* First Last**

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\* -**

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone\***

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

**Microsoft account manager name:** Gina Kirby

**Microsoft account manager email address:** gkirby@microsoft.com

- d. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as notices contact and Online Administrator

**Name of entity\***

**Contact name\*: First Last**

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\***

**Country\***

**Phone\***

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- e. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** Dell Inc.

**Street address (PO boxes will not be accepted)\*** One Dell Way

**City\*** Round Rock

**State/Province\*** TX

**Postal code\*** 78682

**Country\*** United States

**Contact name\*** Govt Contract Admin

**Phone\*** 847-465-3700

**Contact email address\*** US\_MS\_VL\_Admin@dell.com

*\* indicates required fields*

The undersigned confirms that the information is correct.

<b>Name of Reseller*</b> Dell Inc.
<b>Signature*</b> _____
<b>Printed name*</b>
<b>Printed title*</b>
<b>Date*</b>

\* indicates required fields

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### 3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? No

# Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number  
 Microsoft to complete for initial term  
 Reseller to complete for renewal

**Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.**

**Enterprise Products.** Choose platform option: Custom Platform

**Qualified Devices:** 457

**Qualified Users:** 370

**Enterprise Online Services<sup>1</sup>**

**Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order.** Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products <sup>2</sup>	Quantity
<b>Office Professional Plus</b>	
Office Pro Plus	457
Office Pro Plus for Office 365	
<b>Office 365 Plans<sup>1</sup></b>	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
<b>Client Access License (CAL). Choose 1 Option.</b>	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	370
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
<b>Windows Desktop</b>	
Windows OS Upgrade	457
Windows VDA	
<b>Windows Intune</b>	
Windows Intune	
Windows Intune Add-on <sup>3</sup>	
<b>Other Enterprise Products</b>	
Microsoft Desktop Optimization Pack (MDOP) <sup>4</sup>	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

**Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):**

<b>Products<sup>2</sup></b>	
<input type="checkbox"/>	Office Pro Plus for Office 365
<input type="checkbox"/>	Office 365 (Plan E1)
<input type="checkbox"/>	Office 365 (Plan E2)
<input type="checkbox"/>	Office 365 (Plan E3)
<input type="checkbox"/>	Office 365 (Plan E4)
<input type="checkbox"/>	Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/>	Windows Intune
<input type="checkbox"/>	Windows Intune Add-on <sup>3</sup>

**This form must be attached to a signature form to be valid.**



# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 08/12/2013

Agmit

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:  
08/27/2013

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

James Foley

Agenda Title: LocumTenens.com and Amador County Behavioral Health first amendment FY 13-14

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 first amendment with LocumTenens.com. This service provides temporary psychiatric coverage if needed for Amador County Behavioral Health clients.

This first amendment changes the term.

Recommendation/Requested Action:

Approval of first amendment

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

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 \_\_\_\_\_

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 first amendments to Angie Grau in Behavioral Health.

### FOR CLERK USE ONLY

Meeting Date

August 27, 2013

Time

9 a.m.

Item #

4C

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

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

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

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

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

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

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

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

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

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

Clerk or Deputy Board Clerk

Save ....

## FIRST AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

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 LocumTenens.com, LLC, a Georgia limited liability company, ("Contractor") located at 2655 Northwinds Parkway, Alpharetta, GA 30009.

### RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 12, 2012, whereby Contractor agreed to provide temporary psychiatric coverage through the use of locum tenens services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

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

3.1 The term of this Agreement shall continue in effective through June 30, 2014 unless sooner termination as provided below or unless some other method or time of termination is listed in Exhibit A.

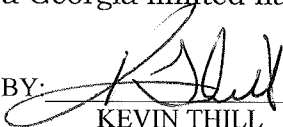
2. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

CONTRACTOR:  
LOCUMTENENS.COM, LLC,  
a Georgia limited liability company

BY: \_\_\_\_\_  
Richard M. Forster  
Chairman, Board of Supervisors

BY:  \_\_\_\_\_  
KEVIN THILL  
Vice President, Psychiatry

Federal I.D. No.: 58-2535465 (Georgia)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
8/8/2013

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).**

<b>PRODUCER</b> DENISE D. BARNES HEALTHCARE LIABILITY SOLUTIONS, INC. 820 GESSNER, SUITE 1825 HOUSTON, TX 77024 PH: 800-732-8619      FAX: 713-343-5025		<b>CONTACT NAME:</b> DEBBIE HOLSTINE <b>PHONE (A/C, No, Ext):</b> 713-343-5002 <b>FAX (A/C, No):</b> 713-343-5025 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
<b>INSURED</b> LOCUMTENENS.COM, LLC 2655 NORTHWINDS PARKWAY, STE. 300 ALPHARETTA, GA 30009		<b>INSURER A:</b> NATIONAL FIRE & MARINE INSURANCE COMPANY      20079 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			HN006655	07/01/13	07/01/14	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
	<b>AUTOMOBILE LIABILITY</b>			N/A	N/A	N/A	EMPLOYEE BENEFITS	\$ N/A
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$ N/A
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$ N/A
							BODILY INJURY (Per accident)	\$ N/A
							PROPERTY DAMAGE (Per accident)	\$ N/A
	<b>UMBRELLA LIAB</b>			N/A	N/A	N/A	EACH OCCURRENCE	\$ N/A
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE						AGGREGATE	\$ N/A
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			N/A	N/A	N/A	WC STATU-TORY LIMITS	OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ N/A
	<input type="checkbox"/> If yes, describe under Y / N						E.L. DISEASE - EA EMPLOYEE	\$ N/A
	<input type="checkbox"/> DECIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ N/A
				N/A	N/A	N/A	N/A	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 LIMITS INCLUDE ALL SELF-INSURED RETENTION AMOUNTS  
 IF APPLICABLE EXCESS/UMBRELLA LIABILITY COVERAGE CERTIFICATES OF INSURANCE WILL BE ISSUED BY AON RISK SERVICES SOUTH, INC., 847-953-7205.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
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 



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/19/2013

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).

<b>PRODUCER</b> Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg1, #700 Atlanta GA 30305 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> LocumTenens.com 2655 Northwinds Pkwy Alpharetta GA 30009 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Insurance Co of the State of PA		19429
	INSURER B: Commerce & Industry Ins Co		19410
	INSURER C: Sentinel Insurance Company, Ltd		11000
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570050302009**      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <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
C	<b>AUTOMOBILE LIABILITY</b> <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			20 UUN AV5854	04/29/2013	04/29/2014	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC001670146	04/29/2013	04/29/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
B				AOS WC1670147 CA	04/29/2013	04/29/2014	E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE-EA EMPLOYEE      \$1,000,000 E.L. DISEASE-POLICY LIMIT      \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 If workers' Compensation/Employer's Liability shown above, Stop Gap coverage applies for states of OH, ND, WA, WY. General Liability Coverage certificates will be issued by Healthcare Liability Solutions, Inc., Phone (713) 343-5003.

## CERTIFICATE HOLDER

## CANCELLATION

Amador County Health Services Department Behavioral Health Division 10877 Conductor Blvd., Suite 300 Sutter Creek CA 95685 USA	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  <i>Aon Risk Services South Inc.</i>
---	--

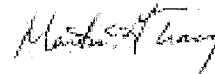
Holder Identifier :

Certificate No : 570050302009

# PSYCHIATRISTS PROFESSIONAL LIABILITY INSURANCE

## Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.  
This certificate does not amend, extend or alter the coverage provided by the insurance policy below.

<b>1. NAME AND ADDRESS OF NAMED INSURED</b>				
LocumTenens.com 2655 Northwinds Parkway Suite 300 Alpharetta, GA 30009		The policy of insurance listed below has been issued to the named insured 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.		
<b>2. COMPANY</b>		<b>3. POLICY NUMBER</b>		<b>4. CERTIFICATE NUMBER</b>
Fair American Insurance and Reinsurance Company		GP - FCO00 - 033315890		600161
<b>5. POLICY PERIOD</b>				
<b>From:</b>	May 01, 2013 at 12:01 A.M. Standard Time	<b>To:</b>	May 01, 2014 at 12:01 A.M. Standard Time	
<b>Retro Date (Group):</b>	N/A at 12:01 A.M. Standard Time	<b>Retro Date (N.I.):</b>	N/A at 12:01 A.M. Standard Time	
<b>6. TYPE OF INSURANCE</b>			<b>7. COVERED SPECIALTY</b>	
Professional Liability				
<b>8. EFFECTIVE</b>	<b>LIMITS OF LIABILITY</b>	<b>COVERAGE</b>	<b>STATE/RATING AREA</b>	<b>OTHER STATES</b>
05/01/2013	\$1,000,000 / \$1,000,000 / \$3,000,000	Occurrence	GA1	CA MN MO NJ NV OR WV
<b>9. NAME AND ADDRESS OF CERTIFICATE HOLDER</b>				
Amador County Health Services Department Behavioral Health Division 10877 Conductor Blvd. Suite 300 Sutter Creek, CA 95685		Should the above described policy be canceled before the expiration date thereof, the company will endeavor to mail written notice to the certification holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
<b>10. NAME AND ADDRESS OF INSURANCE</b>				
Professional Risk Management Services, Inc. 1401 Wilson Boulevard, Suite 700 Arlington, VA 22209 Telephone: (800) 245-3333				
June 25, 2013 Date		 _____ President and CEO		

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 08/07/2013

From: James Foley, Director of HHS

(Department Head - please type)

Phone Ext. 412

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

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

Meeting Date Requested:

08/27/2013

Agenda Title: Willow Glen Care Center and Amador County Behavioral Health First Amendment FY 13-14

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 first amendment with Willow Glen Care Center for FY 13-14. This facility provides mental health residential treatment services to mentally disabled adults and the mentally disabled elderly clients of Amador County.

This first amendment changes the term and fee schedule, with a rate increase of \$3.00 per day.

Recommendation/Requested Action:

**Approval of First Amendment**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

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 \_\_\_\_\_

Counsel GC

Auditor EGJ

GSA Director VOY

CAO \_\_\_\_\_

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

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

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

### FOR CLERK USE ONLY

Meeting Date

August 27, 2013

Time

9 a.m.

Item #

4D

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

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

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

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

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 ....

## 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 WILLOW GLENN CARE CENTER, a non-profit public benefit corporation

### RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of October 23, 2012, whereby Contractor agreed to provide residential treatment services for mentally disabled adults upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 1 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 First Amendment is substituted in its place:



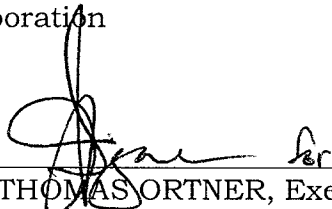
3. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

CONTRACTOR:  
WILLOW GLEN CARE CENTER, a  
California non-profit public benefit  
corporation

BY: \_\_\_\_\_  
Richard M. Forster  
Chairman, Board of Supervisors

BY:  \_\_\_\_\_  
THOMAS KORTNER, Executive Director

Federal I.D. No.: 68-0386402

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:  \_\_\_\_\_  
Gregory Gilott

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

## **ATTACHMENT B- Fee Schedule**

**This Agreement shall not exceed Fifty Thousand Dollars (\$50,000).**

COUNTY will pay at the all-inclusive rate (including charges for medical histories and physicals) of Ninety Eight Dollars (\$98.00) per day from July 1, 2013 through June 30, 2014. CONTRACTOR shall submit monthly invoices to COUNTY, along with supporting documentation identifying: beneficiary, service provider, type of service and requisite service code, date of service, time of day and length of time of services.

COUNTY shall pay CONTRACTOR at the established provisional rate within thirty (30) days of receipt of Contractor's invoice and supporting documentation as required by county.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2011

PRODUCER (530) 743-7331  
De [redacted] Insurance Agency, Inc.  
320 1st Street  
P.O. Box 507  
Marysville CA 95901-0013

INSURED  
Willow Glen Care Center  
1547 Plumas Court  
Yuba City CA 95991-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Non Profits Ins Alliance	
INSURER B: Tower Group	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2012-05287-NPO	08/19/2012	08/19/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liab 3,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2012-05287-NPO	08/19/2012	08/19/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	2012-05287-NPO	08/19/2012	08/19/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WSLTHC90258401	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER		/ /	/ /	

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County, its officers, directors, officials, employees, and volunteers are named as Additional Insured with respects to liability arising out of activities performed by or on behalf of the Named Insured.

\*10-Day Notice of Cancellation for Non-Payment of Premium, as per the disclaimer listed below.

### CERTIFICATE HOLDER

(209) 223-6594 ( ) -  
Amador County Office of Risk Management  
810 Court Street  
Jackson CA 95642-

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Denise Micaels*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 2012-05287-NPO

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED-OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION

**County of Amador, Its Officers,  
Officials, Employees and Volunteers  
810 Court Street  
Jackson, CA 95642**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your work performed for that insured.

CG 20 10 10 93

Copyright Insurance Services Office, Inc., 1992

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 08/07/2013

*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:  
08/27/2013

Department Head Signature *[Signature]*

Agenda Title: Sutter Center for Psychiatry and Amador County Behavioral Health First Amendment for FY 13-14

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 first amendment with Sutter Center for Psychiatry to provide Psychiatric Inpatient Treatment Services to Amador County clients.

This agreement changes the Term and the Fee Schedule, Administrative Day rates increased by \$10.00, the remaining rates are the same.

Recommendation/Requested Action:

Approval of First 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 \_\_\_\_\_

Counsel *GC*

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 First Amendments to Angie Grau in Behavioral Health.

### FOR CLERK USE ONLY

Meeting Date

August 27, 2013

Time

9 a.m.

Item #

HE

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 ....

## 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 Sutter Health Sacramento Sierra Region, a California non-profit public benefit corporation doing business as Sutter Center for Psychiatry

### RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of January 22, 2013, whereby Contractor agreed to provide inpatient psychiatric services for emotionally disturbed children 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. The Original Agreement, as amended by this First Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 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 B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place:

**ATTACHMENT B- Fee Schedule**

Sutter Center for Psychiatry

**This is Medi-Cal Provider, Provider # HSP34096H - county Certified  
MediCal provider for ages up to 21 and over 65  
This contract shall not exceed Twenty Thousand Dollars (\$20,000)**

County Rates and Info for 2013 - 2014

Medi-Cal Rates

Hospital Inpatient (Mode 05, Service Functions 10-18)	<u>\$747.00 child/day</u>
Hospital Administrative Day (Mode 05, Service Function 19)	<u>\$521.19 child/day</u>
Inpatient Psychiatric Support Services (when services are provided) Outpatient Services (Mode 15, Service Functions 01-79)	<u>\$ 90.00 child/day</u>

Short-Doyle Rates


Hospital Inpatient, without Psychiatric Support Services	<u>\$747.00 child/day</u>
Hospital Inpatient, with Psychiatric Support Services	<u>\$837.00 child/day</u>
Hospital Administrative Day, without Psychiatric Support Services	<u>\$521.85 child/day</u>
Hospital Administrative Day, with Psychiatric Support Services	<u>\$601.85 child/day</u>
Partial Hospital Day/Outpatient Services (when Prof services are provided)	<u>\$265.00/\$90 per child/day</u>



<b>CERTIFICATE OF INSURANCE</b>		CERTIFICATE NUMBER 13-0622	ISSUE DATE 1/1/2013
INSURER SUTTER INSURANCE SERVICES CORPORATION PACIFIC GUARDIAN CENTER, MAUKA TOWER 737 BISHOP STREET #2100 HONOLULU, HI 96813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.	
		<b>COMPANY AFFORDING COVERAGE</b>	
		COMPANY SUTTER INSURANCE SERVICES CORPORATION	
INSURED Sutter Health Sacramento Sierra Region dba: SMCS-Sutter Center for Psychiatry 7700 Folsom Blvd Sacramento, CA 95826		COVERAGE THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD INDICATED, NOT WITHSTANDING 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.	

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: 10/1/86 (SCP)	SIS-2013-1	1/1/2013	1/1/2014	EACH CLAIM	\$ 1,000,000
				AGGREGATE	NO LIMIT
PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> HOSPITAL PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: 10/1/86 (SCP)	SIS-2013-1	1/1/2013	1/1/2014	EACH CLAIM	\$ 1,000,000
				AGGREGATE	NO LIMIT
EXCESS LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> RETRO DATE:				EACH CLAIM	\$
					\$
OTHER					

**REASON FOR INTEREST**  
Evidence of coverage as respects agreement between Sutter Health Sacramento Sierra Region dba: SMCS-Sutter Center for Psychiatry and Amador County. SMCS-Sutter Center for Psychiatry to provide inpatient psychiatric services for emotionally disturbed children of Amador County.

CERTIFICATE HOLDER  Amador County Office of Risk Management 810 Court Street Jackson, CA 95642	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.   _____ Bonnie George, President/CEO
---	---

## *Sutter Insurance Services Corporation*

*c/o Marsh Management Services, Inc.*

737 Bishop Street #2100 • Honolulu, Hawaii 96813 • Telephone (808) 585-3500 • FAX (808) 585-3513

2200 River Plaza Drive • Sacramento, California 95833 • Telephone (916) 286-6565 • FAX (916) 286-6558

**2013**

### **Sutter Insurance Services Corporation**

Sutter Health is a family of 24 not-for-profit hospitals, medical foundations, home health agencies, and physician network serving more than 100 communities in northern California.

Sutter Insurance Services Corporation (SISCO) is Sutter Health's captive insurance company domiciled in Hawaii. This program of self-insurance, developed in 1991, provides stability to Sutter Health risk financing and insurance programs. SISCO is a non-profit support organization and an integral part of the operations of the tax exempt parent corporation, Sutter Health, and is for the parent's purposes only.

The SISCO program for professional and general liability is structured as follows:

- \* \$5,000,000 of each claim is retained by SISCO.
- \* SISCO also retains the next \$5,000,000 aggregate limit
- \* Excess limits of \$40,000,000 are provided by reinsurers
- \* SISCO's outstanding liabilities are reviewed and funded annually in accordance with actuarial findings and results. The results are also reviewed and approved by Sutter Health auditors, Ernst & Young.

Pursuant to Hawaii Captive law (H.R.S. 431: 19-102), a pure captive insurance company may not insure any risks other than those of its parent and affiliated companies. SISCO may not provide coverage to non-related or taxable entities, such as providing additional insured status, as the captive could be found to be providing commercial type insurance and therefore not primarily operated for exempt purposes.

When contracting with non Sutter Health entities, SISCO will provide a Certificate of Insurance evidencing Sutter Health's professional and/or general liability coverage per the stated reason of interest and include wording that SISCO will indemnify, hold-harmless, and defend the other party, subject to policy terms, limitations and exclusions. This language provides the same protection that an additional insured is provided. SISCO insurance has been accepted by landlords, cities, counties, State of California, and other government agencies.

SISCO financials are included in Sutter Health's audited financials and can be accessed on the Internet at [www.sutterhealth.org](http://www.sutterhealth.org). Sutter Health's current credit ratings are Moody's Investment Services rating of Aa3, Standard & Poor's rating of AA- and Fitch Ratings of AA-.

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 1993-B

**CERTIFICATE OF CONSENT TO SELF-INSURE**

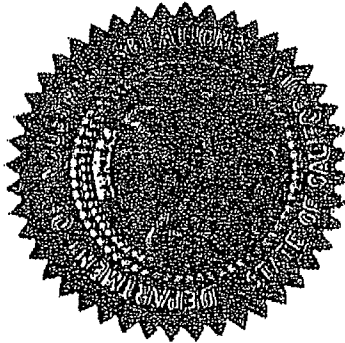
Sutter Health Sacramento Sierra Region  
(a California corporation) Subsidiary of:

Certificate No.: 1993

THIS IS TO CERTIFY, That Sutter Health

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.\*



EFFECTIVE:

THE 1st DAY OF January, 192002

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

*Stephen J. Smith*

DIRECTOR

STEPHEN J. SMITH

*Mark B. Ashcraft*  
MARK B. ASHCRAFT  
MANAGER

\* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom incurring claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a disboonst manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2.—Administration of Self-Insurance.

Supersedes Cert. No. 1993-B, eff. January 1, 2002, previously issued to Sutter Community Hospitals of Sacramento



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/02/2013

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).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104		<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
101009-ALL-CAS-N-12-13	ALWC 1/1	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SUTTER HEALTH SACRAMENTO SIERRA REGION DBA: SMCS-SUTTER CENTER FOR PSYCHIATRY 7700 FOLSOM BLVD. SACRAMENTO, CA 95826		<b>INSURER A:</b> Hartford Fire Insurance Co	<b>NAIC #</b> 19682
		<b>INSURER B:</b> Hartford Underwriters Insurance Company	30104
		<b>INSURER C:</b> Safety National Casualty Corp.	15105
		<b>INSURER D:</b> N/A	N/A
		<b>INSURER E:</b> _____	_____
		<b>INSURER F:</b> _____	_____

**COVERAGES****CERTIFICATE NUMBER:**

SEA-002342807-02

**REVISION NUMBER: 3**

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	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$	
A	<b>AUTOMOBILE LIABILITY</b> <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			57ABS10000 (AOS) 57ABS10001 (H)	07/31/2012 07/31/2012	07/31/2013 07/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N	N/A	SP 4047833 "SIR \$1,000,000 EA. OCCURRENCE"	01/01/2013	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
EVIDENCE OF COVERAGE AS SERVICES AGREEMENT BETWEEN THE COUNTY OF AMADOR AND SUTTER HEALTH SACRAMENTO SIERRA REGION DBA: SMCS-SUTTER CENTER FOR PSYCHIATRY TO PROVIDE INPATIENT PSYCHIATRIC SERVICES FOR EMOTIONALLY DISTURBED CHILDREN OF AMADOR COUNTY.  
COUNTY OF AMADOR, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS AGREEMENT ARE CONCERNED.

**CERTIFICATE HOLDER****CANCELLATION**AMADOR COUNTY  
OFFICE OF RISK MANAGEMENT  
810 COURT STREET  
JACKSON, CA 95642

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

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services

Ellen Redell Brown

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: August 6, 2013

Aguit

<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>08/27/13</u>	

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

Phone Ext. 625

Department Head Signature

James Foley

Agenda Title: Agreement with The California Department of Social Services to provide agency adoption services for Amador Co

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

This agreement between Amador County Department of Social Services and The California Department of Social Services authorizes the CDSS to provide agency adoption services on behalf of Amador County in accordance with specified laws for fiscal year 2013-2014.

Recommendation/Requested Action:

Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Budgeted

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 \_\_\_\_\_

Counsel GO

Auditor EDD

GSA Director HP

CAO JF

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

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

1 copy to Chris @ Social Services for distribution to State. Electronic copy to Risk.

### FOR CLERK USE ONLY

Meeting Date

August 27, 2013

Time

9 a.m.

Item #

4F

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

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2013 by and between THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as "CDSS" and AMADOR COUNTY DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as "COUNTY".

### SCOPE OF WORK

- A. The Contractor (California Department of Social Services, hereinafter referred to as the CDSS) agrees to provide to Amador County Department of Social Services, (hereinafter referred to as County), Agency adoption services under the authority of Welfare and Institutions Code (W&I Code), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239. The CDSS will provide the following adoption services:
1. Consult and review of children in out-of-home care who need concurrent planning services.
  2. Assess and provide a written analysis of the adoptability of a child pursuant to W&I Code, Section 361.5, 366.21 or 366.22.
  3. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements and related services.
  4. Provide relinquishment services for birth/legal parents who are considering the option of adoption.
  5. Recruit prospective adoptive families, including families who fully support reunification goals, for children referred to the CDSS.
  6. Complete adoption homestudies of prospective adoptive families, including requests for adoption homestudies through the Interstate Compact on the Placement of Children (ICPC.)
  7. Make preliminary assessments and written reports concerning the prospective adoptive parents for the W&I Code, Section 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.
  8. Match children with prospective adoptive families and place children for adoption.
  9. Review and provide medical and social background information concerning a child and his or her birth parents to adoptive parents at the time of the adoptive placement.
  10. Supervise adoptive placements until finalization and provide post adoptive placement services to families.
  11. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and County Programs regarding AAP eligibility (i.e., W&I

Code, Sections 16115-16123 and Title 22 California Code of Regulations (CCR) Section 35325 et seq.)

12. Provide other appropriate and necessary adoption services as needed.

The CDSS and County agree to coordinate efforts in the following areas:

1. Promote concurrent planning services and permanence for children who are in out-of-home care.
2. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out-of-home placement and changes that may affect the casework provided by the other agency. This exchange may include, but is not limited to, any information (e.g., complaints, concerns or licensing violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.
3. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other agency, including potential placement changes.
4. Notify the other agency before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.
5. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.
6. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.
7. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.
8. Pay AAP benefits in compliance with Title 22 CCR, Section 35325 et seq.
9. Use the Child Welfare Services/Case Management System (CWS/CMS) to record information and case activities for dependent children and foster families.
10. Provide other appropriate and necessary coordination as needed.
11. Services for the Child Before a Permanent Plan is Determined
  - a. County and the CDSS Will:
    - i. Jointly assess the child pursuant to W&I Code 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.
    - ii. Jointly assess the child approximately 90 days before the 6 month and 12 month reviews required by W&I Code Section 366.21 and the 18 month review required by W&I Code, Section 366.22.

- iii. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and County will comply with all home approval and placement statutes and regulations that are applicable to each agency.

b. County Will:

- i. Refer children in out-of-home care for a joint assessment prior to FR services being terminated.
- ii. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history including date and places of marriage and divorce. Also, obtain birth records on the child as soon as possible.
- iii. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, County will complete process of notifying all possible tribes and documenting this in court.
- iv. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.
- v. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.
- vi. Provide a written referral to CDSS when FR services are not ordered (W&I Code, Section 361.5), when FR services are terminated due to an order by the court (W&I Code, Section 360 if applicable, 366.21 or 366.22) or when a referral is made for the child before termination of services due to concurrent planning. Provide all necessary documents to the CDSS in order to carry out adoption or concurrent planning services.
- vii. Provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by CDSS.
- viii. Provide Department of Justice criminal record clearance(s) of the foster family when requested.
- ix. Work with CDSS to prepare a report for the W&I Code, Section 366.26 hearing. The CWS social worker's portion of the report will include:
  - a. An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
  - b. A review of the amount and nature of contact between the child and parent(s) since placement.
  - c. A summary of current search efforts for any absent parent.



- d. Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response in which case the child's condition should be stated.)
- e. A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of the recommended plan.
- x. County will provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute or regulation.
- xi. Retain case management responsibility until finalization of the adoption or dismissal of dependency (Manual of Policies and Procedures, Division 31-320.412.)
- xii. Send notice of hearing, the social worker's court report and the judge's court orders to the CDSS Adoptions District Office for W&I Code 360 if applicable, 361.5 (g), 366.21, 366.22, and 366.26 hearings and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.
- xiii. Prepare a court report every six months for the Juvenile Court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.
- xiv. Provide AAP payments as directed by the CDSS to adopting families. Provide Notice of Action and AAP re-assessment forms as required.
- xv. Send all court orders to CDSS within 30 calendar days after the date of the court hearing.
- xvi. Retain case management responsibility until finalization of the adoption or dismissal of dependency. Transfer primary assignment on the CWS/CMS application to Adoptions District Office before closing CWS services case.
- xvii. Pursuant to Title 22 CCR § 89179, the adoption agency shall maintain adequate case records which include:
  - a. Separate records for each client and for each placement facility studied and used by the agency.
  - b. Current administrative records in such a form as to provide an index to all cases, including location of all clients under care and of all placement facilities in use.
    - i. Adoption case records shall be retained by the agency indefinitely. In the event of an agency terminating its adoption services, full case

records on all completed adoptions, placements for adoption and children relinquished for adoption shall be forwarded to the Department for permanent filing and reference. Records and documents shall include those regarding the natural parents, the child and the adoptive parents. Such forwarding by the terminating agency shall be conducted in the manner prescribed by the Department.

c. CDSS Will:

- i. Assess the child with County pursuant to W&I Code, Section 361.5 (g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.
- ii. Assess the child with CWS approximately 90 days before the 6-month and 12 month review required by W&I Code, Section 366.21 and the 18-month review required by W&I Code, Section 366.22.
- iii. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely, prior to placement or as soon thereafter as possible.
- iv. Consult with the CWS social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.
- v. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.
- vi. Provide assessment of the child before the W&I Code, Section 366.26 hearing. This assessment may include a review of the case record, discussions with the CWS social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.
- vii. Work with County to prepare a report for the W&I Code, Section 366.26 hearing. The CDSS report will be submitted to County 21 calendar days before the hearing, and shall include:
  - a. An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
  - b. The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and

the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated.)

- c. A preliminary assessment of eligibility and commitment of any identified prospective adoptive parent, particularly the child's caretaker, to adopt the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse and neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of adoption.
  - d. An analysis of the likelihood that the child will be adopted if parental rights are terminated.
- viii. Be available for contested W&I Code, Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.
  - ix. If the juvenile court identifies adoption as a permanent goal, it can without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, CDSS shall contact other private and public adoption agencies about the child availability for adoption.
  - x. Provide information concerning adoption to prospective adoptive parents including the availability of and requirements for post adoption contact agreements, pursuant to Family Code Section 8714.7.
  - xi. Recruit adoptive families, including those who can fully support and cooperate in the provision of FR services. If necessary, (in cases where the child has been placed cooperatively with another adoption agency) request an adoption homestudy of the identified prospective adoptive family.
  - xii. Approve or deny family adoptive assessments homestudies.
  - xiii. Prepare the child for adoption. (This may or may not include a placement change.)
  - xiv. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out-of-state.
  - xv. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and signing adoption placement document or signing documents to change the child's current foster placement status to adoption.
  - xvi. Promptly notify the County of the date of adoptive placement and date foster care payment is discontinued. These events may not necessarily occur on the same date.
  - xvii. Establish AAP eligibility of the child, determine benefit amount and duration, and review and re-assess AAP benefits as needed. Prepare the AAP

paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

- xviii. Assume exclusive care and control of the child for the purpose of supervising the adoptive placement of pursuant to W&I Code, Section 366.26 (j) until finalization of the adoption.
- xix. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its report whether the post adoption contact agreement is in the child's best interest.
- xx. Confirm in writing to the County that the adoption is finalized and request dependency be dismissed. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.
- xxi. Document case management activities in CWS/CMS pursuant to state guidelines.
- xxii. Conduct other appropriate and necessary permanency planning activities as needed.

## 12. Services after Permanency Planning

### a. County and CDSS Will:

- i. Jointly assess each child in long-term foster care, no less than 45 days before the 12 month review of the permanent plan pursuant to W&I Code, Section 366.3 (d).
- ii. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child prior to placement or as soon thereafter as possible.

### b. Responsibility for responding to requests for adoption records shall rest with the party in possession of the records as specified in this Scope Of Work.

### c. County Will:

- i. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.
- ii. Provide a written referral packet for accepted referrals within 5 working days, including all necessary documents for the agency to carry out its functions. Only documents not previously submitted will be needed.
- iii. Make a secondary assignment on the CWS/CMS application to the Adoptions District Office "in-box caseload" at the time of referral for adoption services.

d. CDSS Will:

- i. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.
- ii. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.
- iii. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the W&I Code Section 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

The case progress report may include:

- a) A summary of contacts.
- b) Adjustment of the child to the adoptive home.
- c) Specific circumstances or problems that affect the child or the placement.
- d) Progress made in the adoption process.
- e) Steps needed to complete the adoption.

C. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

1. The primary social workers from the County and the CDSS will meet and confer to resolve differences.
2. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary caseworkers will meet and confer to resolve differences.
3. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS District Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
4. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

D. PROJECT REPRESENTATIVE

The project representatives during the term of this agreement will be:

CDSS:

Carmen George  
Adoptions Services Bureau  
744 P Street, MS 8-12-31  
Sacramento, CA 95814  
(916) 651-8106  
Fax: (916) 651-8143

COUNTY:

Anne Watts, CWS Program Manager  
Amador County Department of Social Services  
10877 Conductor Blvd. Suite 200  
Sutter Creek, CA 95685  
(209)223-6550  
Fax: (209) 257-0642

Changes to the project representative information may be made by written notice to the other party and shall not require an amendment to this Agreement.

E. CONFIDENTIALITY

The CDSS and County staff will comply with the provision of Welfare and Institutions Code Section 10850 and Family Code Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this contract will be kept confidential. The CDSS and County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each County and CDSS office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and County agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

F. FORM 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code section 87200 do so with the CDSS Central Office located at 744 P Street, MS 8-12-31, Sacramento, CA 95814.

GENERAL TERMS AND CONDITIONS

1. Indemnification

a. Claims Arising from Acts or Omissions of the County

The County hereby agrees to defend and indemnify the California Department of Social Services (CDSS), its agents, officers, and employees (hereinafter collectively referred to as the State), from any claim, action or proceeding against the State, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the State may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve

the County of any obligation imposed by this Contract. The State shall notify the County promptly of any claim, action or proceeding and cooperate fully.

b. Claims Arising from Acts or Omissions of the State

The State hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred as the County), from any claim, action, or proceeding against the County arising out of the acts or omissions of the State in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the State of any obligation imposed by this Contract. The County shall notify the State promptly of any claim, action or proceeding and cooperate fully.

2. Relationship Of The Parties

The State is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the parties. It is understood by both parties that this Contract does not create an employer-employee relationship between the parties. Each party agrees that it shall not enter into agreements or make representations or promises on behalf of the other party.

3. Insurance Requirements

The State is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and worker compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with the Exhibit B, incorporated herein by reference.

The State's self-insurance for liabilities (Exhibit C) from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services.

4. Maintenance Of Records

The parties shall keep and maintain an accurate record of the referrals to the District Office. The State and the COUNTY shall keep a copy of all invoices presented to the COUNTY on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the COUNTY, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention Of Records For Audit Purposes

The State shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a three year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial three year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three year period.

## 6. Title To Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the State pursuant to this Contract are the property of the State and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the State. Incomplete documents or projects may not be used without the prior written consent of the State.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either party, including the employees, officers, directors, or agents of each party.

## 7. Conflict Of Interest

The parties agree to enforce the requirements of the California Govt. Code Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

## 8. Compliance With Applicable Laws

The parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

## 9. Change In Statutes Or Regulations

If there is a change of statute or regulations applicable to the performance of this Contract, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Contract or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Contract.

## 10. Time Is Of The Essence

Time is of the essence for the performance of the services of this Contract. Each party shall promptly perform the services and responsibilities described in the Contract and promptly comply with each term and condition.

## 11. Time

Each of the parties to this Contract shall devote such time to the performance of the services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of the obligations of this Contract. Neither party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.



## 12. Modification

No modification or waiver of any provisions of this Contract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both parties.

## 13. Nondiscrimination

The parties shall not discriminate in the employment of persons necessary to perform this Contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Contract.

## 14. Bankruptcy

The parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

## 15. Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Contract may be delegated by the parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

## 16. Negotiated Contract

This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

## 17. Severability

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Contract are declared to be severable.

## 18. Entire Contract

This Contract is the entire agreement of the parties for the performance of services. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this Contract or in any document attached hereto or incorporated by reference. It is the intention of the parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the parties.

## 19. Budget Statement

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for agency adoptions from the State to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of \$6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the \$6 million general fund were based on a percent to total of each county's specific combined twelve year average of Child and family referrals to the California Department of Social Services District Offices that have been providing agency adoption services to these counties.

### a. Invoicing

In consultation with the Child Welfare Director's Association, for those counties opting to contract directly with CDSS to continue the agency adoption services, CDSS will invoice each on a weekly cost per case basis of \$62 based on the county specific distribution provided in CFL No. 11/12-18. The CDSS will invoice the County quarterly the total cost for each active child case and each family case referred to the District Office for adoptions services. This rate would be claimed up to but not exceeding \$50,975.

## 20. Term; Termination of Agreement

This Agreement shall commence on July 1, 2013 and shall terminate on June 30, 2014. Either party may terminate this Contract, with or without cause, with one hundred twenty (120) days advance written notice. In order to terminate this Contract, the terminating party shall give advance written notice to the other party. The termination notice shall be made as specified in number 21, below. In the event of termination, COUNTY shall pay the State for all work satisfactorily performed prior to the effective date of the termination.

## 21. Notice

Notices to the parties in connection with the administration of this Contract shall be given to the parties' Project Representative personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- a. The day the notice is personally delivered to the party's Project Representative as specified in the Scope of Work, page 9, Section D.

- b. Five days after the date the notice is deposited in the United States mail, addressed to a party's Project Representative as indicated in Section D, with first-class postage fully prepaid; or
- c. On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section D, provided that an original of such notice is deposited in the United States mail, addressed to the party's project representative as specified in Section D, on the same day as the facsimile transmission is made.

## 22. Partial Invalidity

Should any part, term, portion, or provision of this contract agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first place.

## 23. Responsibility Of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective project representative or the party's employee specified, in writing, by the project representative. A party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other party at least ten days prior to such change. The Project Representatives for parties are specified in the Exhibit A, Scope of Work, Page 9, in Section D.

## 24. Waiver

Waiver by either party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. A party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the party's right to enforce any covenant of this contract. However, neither party shall waive any provision of this Contract unless the waiver is not against public policy or current laws, in writing, signed by a representative of each party with the authority to sign, and signed by all parties.

## 25. Authority and Capacity

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Contract in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Contract.

## 26. Binding On Successors

All of the conditions, covenants, and terms identified in this Contract apply to any successor or assignee of the parties to this Contract with each assignee or successor held jointly and severally liable under this contract. However, no assignment or

subcontract of either party is permitted, except with the prior written authorization of the other party.

27. Cumulative Remedies

All of the various rights, powers, and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

28. Independent Advice

Each party represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

29. No Reliance On Representations

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

30. Information Subject To A Business Associate Agreement

The parties agree to identify for the other party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the HIPAA Privacy Rule.

31. Conflicting Disclosure Laws

The parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each party agrees to contact its Legal Counsel for direction.

32. Confidentiality

The CDSS and County staff will comply with the provision of Welfare and Institutions Code Section 10850 and Family Code Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this contract will be kept confidential. The CDSS and County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each County and CDSS office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and County agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

### 33. Mailing Of Confidential Information

The parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

### 34. Transporting Records

The parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a party to this Contract to transport records to the other party, the parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other party. Additionally, except for personal delivery by a representative of the parties, a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

### 35. Venue

It is agreed by the parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

### 36. Controlling Law

The validity, interpretation and performance of this Contract shall be construed under the laws of the State of California, or when applicable federal law.

### 37. Captions

The captions of this Contract are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

38. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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

COUNTY OF AMADOR

CALIFORNIA DEPARTMENT OF  
SOCIAL SERVICES

BY: \_\_\_\_\_  
Richard M. Forster, Chairman

Deborah Pearce 8-1-13  
Deborah Pearce, Chief, Contracts Bureau

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: Gregory Gillott  
Gregory Gillott, County Counsel

\_\_\_\_\_  
Deputy

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Exhibit B

July 1, 2013

**STATE OF CALIFORNIA  
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE  
FISCAL YEAR JULY 1, 2013 / JUNE 30, 2014**

To Whom It May Concern:

The State of California has elected to be self-insured for general liability exposures. (Gov. Code section 990, et. seq.) Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through the carrying out of official State activities and operations. All general liability tort claims against the State of California should be presented to the Victim Compensation and Government Claims Board, P.O. Box 3035, Sacramento, CA 95812-3035. (Gov. Code section 900, et. seq.) Internet link: [www.vcgcb.ca.gov](http://www.vcgcb.ca.gov).

In addition, the State of California has elected to be insured for its motor vehicle liability exposures through a self-insurance program, administered by the Office of Risk and Insurance Management. Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of motor vehicles. This self-insurance program and the protection it affords applies to vehicles owned and leased by the State of California. All motor vehicle liability tort claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

*Donna Sanderson*

Donna Sanderson  
Associate Risk Analyst  
(916) 376-1621  
[donna.sanderson@dgs.ca.gov](mailto:donna.sanderson@dgs.ca.gov)

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Exhibit C

July 1, 2013

**STATE OF CALIFORNIA  
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE  
FISCAL YEAR July 1, 2013 / June 30, 2014**

To whom it may concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

*Donna Sanderson*

Donna Sanderson  
Associate Risk Analyst  
Office of Risk and Insurance Management  
Insurance Services Unit  
707 3<sup>rd</sup> Street – 1<sup>st</sup> Floor  
West Sacramento, CA 95605  
916-376-1621  
donna.sanderson@dgs.ca.gov