

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: April 14, 2015

Resol

From: Chuck Iley, County Administrative Officer
(Department Head - please type)

Phone Ext. 470

Department Head Signature *CIley*

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

Meeting Date Requested:

04/28/15

Agenda Title: Employee Years of Service Recognition

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

Requesting BOS approval of the attached Resolution as it relates to recognizing employees who have reached 20, 25, 30 and 35 years of service with the County of Amador in 2015.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

N/A

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 *CIley*

Counsel *GO*

Auditor *JOR*

GSA Director *HP*

CAO *AK*

Risk Management *SM*

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

HR

FOR CLERK USE ONLY

Meeting Date

April 28, 2015

Time

9 a.m.

Item #

3A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

A new ATF is required from

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

Completed by

Department

For meeting

ATTEST: _____

Clerk or Deputy Board Clerk

Save

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 04/13/2015

Resol.

From: James Foley

(Department Head - please type)

Phone Ext. 625

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

Meeting Date Requested:
04/28/2015

Department Head Signature

James A. Foley

Agenda Title: Hospital Preparedness Grant Contract Amendment (Public Health Emergency Preparedness Grant)

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

Public Health is requesting the approval of a contract amendment to include FY13-14 roll-over funds in the amount of \$13,625.

The original 2014 - 2017 contract amount of \$910,638 will increase to \$924,263.

These funds will be used for personnel, training and an increase in the amount of indirect charges paid by the Emergency Preparedness Programs.

Two copies of Contract Amendment and Resolution attached for signature.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes No

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

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman [Signature]

Counsel [Signature]

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Please return copies to Diana Evensen, Public Health Department for return to state for final signatures.

Risk ; Auditor

FOR CLERK USE ONLY

Meeting Date

April 28, 2015

Time

9 a.m.

Item #

3B

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

Completed by _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

Print Form

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

IN THE MATTER OF:

RESOLUTION APPROVING THE AGREEMENT AMENDMENT) RESOLUTION NO. 14-099
WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH)
AND THE COUNTY OF AMADOR FOR THE)
EMERGENCY PREPAREDNESS PROGRAM FOR FY2014-2017)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that this Board does hereby approve the Emergency Preparedness agreement amendment with the State of California Department of Public Health for fiscal years July 1, 2014 through June 30, 2017, in the amount of \$924,263; and

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy



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

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name Amador County	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2014** through **June 30, 2017**
3. The maximum amount of this Agreement is: **\$ 924,263.00**
 Agreement after this amendment is: **Nine Hundred Twenty Four Thousand Two Hundred Sixty Three Dollars and No Cents**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** This amendment is to increase the funding amount for State Fiscal Year (SFY) 14/15 to allow the contractor to complete more of the same services outlined in the original scope of work (SOW).
- II. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., Strike).

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Amador County		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Brian Oneto, Board of Supervisors Chairman		
Address Public Health Dept., 10877 Conductor Blvd., Ste 400, Sutter Creek, CA 95685		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Elizabeth Stone, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

Exempt per: HSC 101319

III. Exhibit B – Page 2, paragraph 4, and page 6 – paragraph 11, are amended as follows:

4. Amounts Payable

A. The maximum amount payable under this agreement shall not exceed the total sum of ~~\$910,368.00~~ **\$924,263.00**. Financial year individual fund limits are:

1) Financial Year July 1, 2014 through June 30, 2015. **Funds added pursuant to this amendment must be expended by June 30, 2015 and will be liquidated first.**

1. \$120,417.00, CDC PHEP Base Funds.
2. \$0.00, Laboratory Funds.
3. \$0.00, Laboratory Trainee Funds.
4. \$0.00, Laboratory Training Assistance Funds.
5. \$0.00, Cities Readiness Initiative Funds.
6. ~~\$121,801.00~~ **\$135,696.00**, HPP Funds.
7. \$61,238.00, State General Funds Pandemic Influenza Funds.

2) Financial Year July 1, 2015 through June 30, 2016

1. \$120,417.00, CDC PHEP Base Funds.
2. \$0.00, Laboratory Funds.
3. \$0.00, Laboratory Trainee Funds.
4. \$0.00, Laboratory Training Assistance Funds
5. \$0.00, Cities Readiness Initiative Funds
6. \$121,801.00, HPP Funds.
7. \$61,238.00, State General Funds Pandemic Influenza Funds.

3) Financial Year July 1, 2015 through June 30, 2016

1. \$120,417.00, CDC PHEP Base Funds.
2. \$0.00, Laboratory Funds.
3. \$0.00, Laboratory Trainee Funds.
4. \$0.00, Laboratory Training Assistance Funds
5. \$0.00, Cities Readiness Initiative Funds
6. \$121,801.00, HPP Funds.
7. \$61,238.00, State General Funds Pandemic Influenza Funds.

IV. Paragraph 11, Advance Payment Authority and Limitation, is amended to read as follows:

11. Advance Payment Authority and Limitation

B. Each fiscal year, upon the submission of an application for funding by the administrative body of a local health jurisdiction, the department shall make the first quarterly payment to each eligible local health jurisdiction. Subsequent payments will be made pursuant to this Agreement or an amendment to this agreement, and those payments would not be advance payments, ~~they would be quarterly allocations~~ **as detailed in Attachment 1 - Payment Criteria.**

- V. Paragraph 4 (incorporated exhibits) Exhibit B. Attachment 1 – Payment Criteria is hereby revised and replaced in its entirety.

Exhibit B, Attachment 1 - Payment Criteria

**2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding
2014-15 Allocation Agreement**

		CDC PHEP and Cities Readiness Initiative (CRI)	Reference Lab Funds (\$260,246 total to each Reference Lab)
1st Quarter Payment	Criteria	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> • Signed Allocation Agreement <u>Contract</u> • Receipt of all required application documents • Approved PHEP/CRI Work Plan • Approved PHEP/CRI Budget • Submission of FY13-14 PHEP Year End Progress Report 	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> • Signed Allocation Agreement <u>Contract</u> • Receipt of all required application documents • Approved PHEP Lab Work Plan • Approved PHEP Lab Budget • Submission of FY 13-14 Year End Progress Report
	Payment	Advance payment of 25% of initial FY 14-15 CDC PHEP Base and/or CRI Fund	Advance payment of 25% of initial FY 14-15 Lab Fund (not including lab trainees)
2nd Quarter Payment	Criteria	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> • 1st Quarter Payment Criteria must be met • Receipt of FY13-14 PHEP Year End Expenditure Report • Approved Carry Forward amount • Signed Agreement Amendment, includes Carry Forward • If required, submission of FY13-14 Supplemental Work Plan Progress Report • Receipt of PHEP Supporting Documentation demonstrating unique expenditures for a minimum of 25% of Initial PHEP Base and/or CRI to cover the Q1 advance payment. • <u>Contractor submits an invoice for unique approvable PHEP/CRI expenditures for a minimum of 25% of their initial allocation enough to cover the Q1 advance payment.</u> 	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> • same as PHEP <u>as it Applies to Lab</u>
	Payment	<p>If receipt of more than the 25% minimum requirement, first pay carry forward, if applicable, matching PHEP Supporting Documentation submission up to the carry forward total. Second pay 25% of PHEP allocation, if there is still PHEP Supporting Documentation remaining will be 25% of the total CDC PHEP Base and/or CRI Fund.</p> <p><u>Receipt of an invoice equivalent to the Q1 advance payment, is a no payment.</u></p> <p><u>Any expenditures exceeding the Q1 advance payment will be paid from funds expiring June 30, 2015, in the appropriate category, first.</u></p>	same as PHEP/CRI <u>as it applies to Lab</u>

Exhibit B, Attachment 1 - Payment Criteria

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding
2014-15 Allocation Agreement

3rd Quarter Payment	Criteria	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • Receipt of FY 14-15 <u>PHEP/CRI</u> Mid-Year reports • if required, completed <u>PHEP/CRI</u> Supplemental Work Plan and <u>final</u> report • Receipt of PHEP Supporting Documentation demonstrating unique expenditures for a minimum of 25% of Initial Allocation. • <u>Contractor Submits an invoice for unique approvable PHEP/CRI expenditures.</u> 	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • same as PHEP/CRI as it applies to Lab
	Payment	<p>If receipt of more than the 25% minimum requirement, first pay carry forward, if applicable, matching PHEP Supporting Documentation submission up to the carry-forward total. Second pay 25% of PHEP allocation, if there is still PHEP Supporting Documentation remaining will be 25% of the total CDC PHEP Base and/or CRI Fund.</p> <p><u>Additional expenditures will be paid from funds expiring June 30, 2015, in the appropriate category first.</u></p>	<p>same as PHEP/CRI <u>as it applies to Lab</u></p>
Final Payment	Criteria	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • Receipt of required Performance Measure reports • Receipt of PHEP Supporting Documentation demonstrating unique expenditures for a minimum of 25% of Initial Allocation. • <u>Contractor Submits an invoice for unique approvable PHEP/CRI expenditures.</u> 	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • same as PHEP/CRI as it applies to Lab
	Payment	<p>If receipt of more than the 25% minimum requirement, first pay carry forward, if applicable, matching PHEP Supporting Documentation submission up to the carry-forward total. Second pay 25% of PHEP allocation, if there is still PHEP Supporting Documentation remaining will be 25% of the total CDC PHEP Base and/or CRI Fund.</p> <p><u>Additional expenditures will be paid from funds expiring June 30, 2015, in the appropriate category first.</u></p>	<p>same as PHEP/CRI <u>as it applies to Lab</u></p>

Exhibit B, Attachment 1 - Payment Criteria

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding
2014-15 Allocation Agreement

		Lab Trainee Funds	Lab Training Assistance Funds
1st Quarter Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> • Signed Allocation Agreement Contract Amendment, includes Lab Trainee Funds • Receipt of all required Trainee application documents • Approved Lab trainee(s) must be included in the approved Work Plan and Lab budget • same as PHEP/CRI as it applies to Lab Trainee 	LHD must: CDPH must receive the following: <ul style="list-style-type: none"> • Signed Allocation Agreement Contract Amendment, includes Lab Trainee Funds • Receipt of all required Training Assistance application documents • Approved Lab Training Assistance must be included in the approved Work Plan and Lab budget • same as PHEP/CRI as it applies to Lab Trainee Assistance
	Payment	Advance payment of 25% of initial FY 14-15 PHEP Trainee initial allocation	Advance payment of 25% of initial FY 14-15 PHEP Training Assistance initial allocation
2nd Quarter Payment	Criteria	N/A <u>same as PHEP/CRI as it applies to Lab Trainee</u>	N/A <u>same as PHEP/CRI as it applies to Lab Trainee Assistance</u>
	Payment	N/A <u>same as PHEP/CRI as it applies to Lab Trainee</u>	N/A <u>same as PHEP/CRI as it applies to Lab Trainee Assistance</u>
3rd Quarter Payment	Criteria	N/A <u>same as PHEP/CRI as it applies to Lab Trainee</u>	N/A <u>same as PHEP/CRI as it applies to Lab Trainee</u>
	Payment	N/A <u>same as PHEP/CRI as it applies to Lab Trainee</u>	N/A <u>same as PHEP/CRI as it applies to Lab Trainee Assistance</u>
Final Payment	Criteria	N/A <u>same as PHEP/CRI as it applies to Lab Trainee</u>	N/A <u>same as PHEP/CRI as it applies to Lab Trainee Assistance</u>
	Payment	N/A <u>same as PHEP/CRI as it applies to Lab Trainee</u>	N/A <u>same as PHEP/CRI as it applies to Lab Trainee Assistance</u>
		HPP	State GF
1st Quarter Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> • Signed Allocation Agreement Contract • Receipt of all required application documents • Five Letters of Support (Refer to the FY 14-15 Application Guidance) • Approved HPP Work Plan • Approved HPP Budget • Submission of Health Care Facility (HCF) Form • Receipt of FY 13-14 HPP Year End Progress Report 	CDPH must receive the following: <ul style="list-style-type: none"> • Signed Allocation Agreement Contract • Receipt of all required application documents • Receipt of FY 13-14 GF Pan Flu Year End Progress Report • Approved GF Pan Flu Work Plan • Approved GF Pan Flu Budget
	Payment	Advance payment of 25% of HPP Initial Allocation	Advance payment of 25% of State GF Pandemic Influenza Initial Allocation.

Exhibit B, Attachment 1 - Payment Criteria

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding
2014-15 Allocation Agreement

2nd Quarter Payment	Criteria	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • Receipt of HPP FY13-14 Year End Expenditure Report • An invoice for unique HPP expenditures for a minimum of 25% of Initial Allocation to cover the Q1 advance payment • If required, submission of completed FY 13-14 Supplemental Work Plan • <u>Contractor submits an invoice for unique approvable HPP expenditures for a minimum of 25% of initial allocation to cover the Q1 advance payment.</u> 	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • Receipt of GF Pan Flu FY13-14 Year End Expenditure Report • An invoice for unique GF Pan Flu expenditures for a minimum of 25% of Initial Allocation to cover the Q1 advance payment • If required, submission of completed FY 13-14 Supplemental Work Plan • <u>Contractor submits an invoice for unique approvable GF Pan Flu expenditures for a minimum of 25% of initial allocation to cover the Q1 advance payment.</u>
	Payment	<p>HPP for unique expenditures less the advance payment of 25% of HPP Initial Allocation.</p> <p><u>Receipt of an invoice equivalent to the Q1 advance payment, is a no payment.</u></p> <p><u>Any expenditures exceeding the Q1 advance payment will be paid from funds expiring June 30, 2015, in the appropriate category, first.</u></p>	<p>GF Pandemic Influenza for unique expenditures less the advance payment of 25% of State GF Pandemic Influenza Initial Allocation.</p> <p><u>Receipt of an invoice equivalent to the Q1 advance payment, is a no payment.</u></p> <p><u>Receipt of an invoice for more than the Q1 advance payment, is a payment of expenditures less the Q1 advance payment.</u></p>
3rd Quarter Payment	Criteria	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • An invoice for unique HPP expenditures for a minimum of 25% of Initial Allocation • <u>Contractor Submits an invoice for unique approvable HPP expenditures.</u> 	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • An invoice for unique GF Pan Flu expenditures for a minimum of 25% of Initial Allocation • <u>Contractor Submits an invoice unique approvable GF Pan Flu expenditures.</u>
	Payment	<p>HPP for unique expenditures.</p> <p><u>Additional expenditures will be paid from funds expiring June 30, 2015, in the appropriate category first.</u></p>	<p>GF Pandemic Influenza for unique expenditures.</p> <p><u>Additional expenditures will be paid out of the appropriate category.</u></p>
Final Payment	Criteria	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • Receipt of required Performance Measure reports • An invoice for unique HPP expenditures for a minimum of 25% amount of Initial Allocation • <u>Contractor Submits an invoice for unique approvable HPP expenditures.</u> 	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • An invoice for unique GF Pan Flu expenditures for a minimum of 25% of Initial Allocation • <u>Contractor Submits an invoice unique approvable GF Pan Flu expenditures.</u>
	Payment	<p>HPP for unique expenditures.</p> <p><u>Contractor Submits an invoice for unique approvable HPP expenditures.</u></p>	<p>GF Pandemic Influenza for unique expenditures.</p> <p><u>Additional expenditures will be paid out of the appropriate category.</u></p>

AGENDA TRANSMITTAL FORM

Resol

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
04/28/2015	

To: Board of Supervisors

Date: 04/21/2015

From: James Foley Phone Ext. 625
(Department Head - please type)

Department Head Signature *James Foley*

Agenda Title: Supplemental Funding for Ebola Preparedness and Response

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Public Health is requesting the approval of a \$65,750 grant award for Ebola preparedness and response.
These funds will be used to fund personnel, training and an increase in the amount of indirect charges paid by the Public Health Emergency Preparedness Programs.

Attached for signature:
Two copies of Award Agreement,
Two copies of Exhibit F,
One copy of Board Resolution,
One copy of Non-Supplantation Certification Form and
One Letter of Acceptance.

Recommendation/Requested Action:

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

Is a 4/5ths vote required? Yes No

Committee Review? Name _____ N/A

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 copies to Diana Evensen, Public Health Department for return to state for final signatures.

FOR CLERK USE ONLY

Meeting Date April 28, 2015 Time 9 a.m. Item # 3C

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
Ayes: _____ Resolution _____ Ordinance _____ Other: _____
Noes: _____ Resolution _____ Ordinance _____
Absent: _____ Comments: _____

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

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

Save

Print Form

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

IN THE MATTER OF:

RESOLUTION APPROVING THE AGREEMENT WITH THE) RESOLUTION NO. 15-XXX
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND THE)
AND THE COUNTY OF AMADOR FOR THE SUPPLEMENTAL)
FUNDING FOR EBOLA PREPAREDNESS AND RESPONSE)
FOR FY2015-2016)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that this Board does hereby approve the Supplemental Funding for Ebola Preparedness and Response agreement with the State of California Department of Public Health for fiscal years July 1, 2015 through September 30, 2016, in the amount of \$65,750; and

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

EMERGENCY PREPAREDNESS OFFICE
SUPPLEMENTAL FUNDING FOR EBOLA PREPAREDNESS AND RESPONSE
Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO
Amador County, hereinafter “Awardee”
Implementing the project, “Supplemental Funding for Ebola Preparedness and Response,” hereinafter “Project”
AGREEMENT ALLOCATING FUNDS, NUMBER 14-10883

The Department awards this funding and the Awardee accepts and agrees to use the funding as follows:

AUTHORITY: The Department has authority to award funds for the Project under Health and Safety Code, Sections 101319, 131058, and 131085.

PURPOSE: The Department shall provide an award to the Awardee; the purpose of the award is to support accelerated state and local public health preparedness planning and operational readiness for responding to Ebola.

The Awardee agrees to use the funds for the purposes and activities described in (1) CDC Funding Opportunity Number CDC-RFA-TP12-12010302SUPP15; and (2) Awardee’s Application, Work Plan, and Budget.

AWARD AMOUNT: The maximum amount payable under this Award shall not exceed \$65,750.00 dollars.

TERM OF AWARD: The term of the Award shall begin on July 1, 2015, or upon approval of this Award, and terminate on September 30, 2016. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2016.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Award will be:

California Department of Public Health	Awardee: Amador County
Name: Greg Gurganus	Name: Diana Evensen, MSPH
Address: 1615 Capitol Ave, Suite 73.373	Address: 10877 Conductor Blvd.
City, ZIP: Sacramento, 95814	City, ZIP: Sutter Creek, 95685
Phone: 916-650-6785	Phone: 209-223-6638
Fax: 916-650-6420	Fax: 209-223-1562
E-mail: Gregory.Gurganus@cdph.ca.gov	E-mail: devensen@amadorgov.org

Direct all inquiries to:

California Department of Public Health, Emergency Preparedness Office	Awardee: Amador County
Attention: Greg Gurganus	Attention: Diana Evensen, MSPH
Address: 1615 Capitol Ave, Suite 73.373	Address: 10877 Conductor Blvd.
City, Zip: Sacramento, 95814	City, Zip: Sutter Creek, 95685
Phone: 916-650-6785	Phone: 209-223-6638
Fax: 916-650-6420	Fax: 209-223-1562
E-mail: Gregory.Gurganus@cdph.ca.gov	E-mail: devensen@amadorgov.org

Either party may change its Project Representative upon written notice to the other party.

STDANDARD PROVISIONS. The following exhibits are attached and made a part of this by this reference:

- Exhibit A PRIORITIES IDENTIFIED BY CDPH AND LOCAL LEADERSHIP (COUNTY HEALTH EXECUTIVES ASSOCIATION OF CALIFORNIA AND CALIFORNIA CONFERENCE OF LOCAL HEALTH OFFICER

LABORATORY TESTING/CAPACITY FUNDING CRITERIA (IF APPLICABLE)
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS

AWARDEE REPRESENTATIONS: The Awardee(s) accept all terms, provisions, and conditions of this Award, including those stated in the Exhibits incorporated by reference above. The Awardee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for funding. The Awardee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement Allocating Funds on the

dates set forth below.

Executed By:

Date: _____

Brian Oneto, Chairman
Amador County Board of Supervisors
10877 Conductor Blvd. Ste. 400
Sutter Creek, CA. 95685

Date: _____

Elizabeth Stone, Chief
Contract Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899-7377

AGENDA TRANSMITTAL FORM

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

To: Board of Supervisors *Resol.*

Date: 04/21/2015

From: Michael E. Ryan, Treasurer/Tax Collector Phone Ext. X443
(Department Head - please type)

Department Head Signature *Michael E. Ryan*

Agenda Title: Discharge From Accountability

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

Recommendation/Requested Action:
Adoption of the proposed Resolution

Fiscal Impacts (attach budget transfer form if appropriate) <u>None</u>	Staffing Impacts <u>None</u>
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Is a 4/5ths vote required? Yes <input type="radio"/> No <input checked="" type="radio"/>	Contract Attached: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Resolution Attached: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Ordinance Attached: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Comments: _____
Committee Review? <u>N/A</u> <input checked="" type="checkbox"/> Name _____ Committee Recommendation: _____	

Request Reviewed by:

Chairman <u><i>[Signature]</i></u>	Counsel <u><i>GG</i></u>
Auditor <u><i>JOR</i></u>	GSA Director <u><i>[Signature]</i></u>
CAO <u><i>[Signature]</i></u>	Risk Management <u><i>[Signature]</i></u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Certified copies to Tax Collector and Auditor

FOR CLERK USE ONLY

Meeting Date <u>April 28, 2015</u>	Time <u>9 a.m.</u>	Item # <u>3D</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	

Distributed on _____	A new ATF is required from _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	Department _____ For meeting _____ of _____	
		ATTEST: _____ Clerk or Deputy Board Clerk

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

IN THE MATTER OF:

RESOLUTION DISCHARGING TAX COLLECTOR MICHAEL)
E. RYAN FROM FURTHER ACCOUNTABILITY FOR THE)
COLLECTION OF AMOUNTS ON UNSECURED TAX ROLL(S)) RESOLUTION NO. 15-
WHERE THE AMOUNTS ARE SO SMALL AS TO NOT JUSTIFY)
THE COST OF COLLECTION OR COLLECTION)
ENFORCEMENT IS IMPRACTICAL)

WHEREAS, Michael E. Ryan, Amador County Tax Collector, has filed a verified application for discharge from accountability for the collection of taxes, penalties and interest, and any other charges pertaining thereto, for various delinquent unsecured tax bills where amounts are so small as to not justify the cost of collection or collection enforcement is impractical (Revenue and Taxation Code Section 2923);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Amador County is satisfied that the matters contained in the application are true and correct and the amounts shown are such as to not justify the cost of collection or collection enforcement is impractical;

BE IT FURTHER RESOLVED that Tax Collector Michael E. Ryan is hereby discharged from further accountability for the collection of the amounts specified in the attached application and the Board of Supervisors of Amador County hereby authorizes Mr. Ryan to close his books in regard to these items, and further, that such discharge does not release any person from the payment of any amounts which are due and owing upon which a Certificate of Lien has been filed;

BE IT FURTHER RESOLVED that the Amador County Auditor is authorized and directed to make the proper entries in the books of account to accomplish the intent of the foregoing Resolution.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the _____ day of _____, 2015, by the following vote:

AYES :
NOES :
ABSENT :

Chairman, Board of Supervisors

ATTEST:

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

AMADOR COUNTY TREASURER - TAX COLLECTOR

810 COURT STREET, JACKSON, CA 95642-2132
MICHAEL E. RYAN, TREASURER-TAX COLLECTOR

TELEPHONE : (209)223-6364
FAX: (209)223-6251



MEMORANDUM

TO : AMADOR COUNTY BOARD OF SUPERVISORS

FROM : ^{MER} MICHAEL E. RYAN, TREASURER/TAX COLLECTOR

DATE : APRIL 21, 2015

RE : DISCHARGE FROM ACCOUNTABILITY

=====

Section 2923 of the Revenue and Taxation Code provides that “any tax collector charged by law with the collection of any delinquent taxes on unsecured property may file a verified application with the board of supervisors for a discharge from accountability for the collection of taxes, penalty, and interest, and any other charges pertaining thereto, if the amount is so small as to not justify the cost of collection or if collection enforcement is impractical”. The discharge from accountability is a bookkeeping action only – the Tax Collector’s Office would no longer be required to balance these accounts on a daily/monthly/annual basis with the Auditor’s Office. This action does not relieve the taxpayer of the liability to pay the tax, nor any penalties, interest, costs, or fees that may have accrued. Liens have been recorded against each of the assessed owners listed, and these liens will remain in full force and effect. Other attempts have been made to collect these amounts, with no success. Because of the time that has passed since these taxes were assessed, the Tax Collector is now precluded by State Law from undertaking any further enforcement actions on these accounts. Further collection enforcement actions by this Office are therefore impractical.

**APPLICATION FOR DISCHARGE FROM ACCOUNTABILITY
FOR THE COLLECTION OF DELINQUENT UNSECURED TAXES**

(Made pursuant to Section 2923, Revenue and Taxation Code)

Application is hereby made to discharge the Amador County Tax Collector from further accountability for the collection of taxes, penalties and interest, and any other charges pertaining thereto, on the delinquent unsecured tax bills for the Assessment Numbers and for the fiscal years listed on the attached sheet(s). The amounts are so small as to not justify the cost of collection or collection enforcement is impractical. Attempts to collect these tax bills have been made, with no success. Certificates of Lien have been recorded against each of the assessees listed, and these Liens will remain in full force and effect.

Dated: April 21, 2015



Michael E. Ryan
Amador County
Treasurer/Tax Collector

County of AMADOR
 ASMTS DISCHARGED FOR ROLL YEAR 2015

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
EVANS GREG SCOTT	014-075-002-000	2007	Y	83.80	8.38	0.00	92.18	□	
EVANS GREG SCOTT	014-075-002-100	2008	Y	115.69	11.56	0.00	127.25	□	
EVANS GREG SCOTT	014-075-002-100	2009	Y	38.80	3.88	0.00	42.68	□	
WHITE DARLENE FRANCIS	800-000-067-000	2009	Y	123.13	12.31	0.00	135.44	□	
BALTZER JAMES STEVEN	800-000-072-000	2009	Y	130.71	13.07	0.00	143.78	□	
DOSCHER BERNARD & VALERIE	800-000-232-000	2009	Y	88.70	8.87	0.00	97.57	□	
HAMON KENNETH B	800-000-285-000	2009	Y	36.77	3.67	0.00	40.44	□	
GOTTSTEIN DAN	800-000-352-000	2009	Y	47.47	4.74	0.00	52.21	□	
PUEBLA PRISCILLA J	800-000-489-000	2009	Y	34.43	3.44	0.00	37.87	□	
PRICE STEVEN & JANET	800-000-595-000	2009	Y	152.76	15.27	0.00	168.03	□	
H & H HARDWARE INC	800-000-641-000	2009	Y	3,793.41	379.34	0.00	4,172.75	□	
BERRY KENNETH C	800-000-690-000	2009	Y	33.43	3.34	0.00	36.77	□	
SOWELL RICK L	800-000-724-000	2009	Y	32.20	3.22	0.00	35.42	□	
AMERICAN POWER & LIGHT INC	800-000-813-000	2009	Y	202.25	20.22	0.00	222.47	□	
VICTOR E SPORTING GOODS INC	800-000-835-000	2009	Y	235.12	23.51	0.00	258.63	□	
COTTERELL CHRIS	800-000-970-000	2009	Y	270.11	27.01	0.00	297.12	□	
JACKSON REALTY INC	800-001-826-000	2009	Y	103.63	10.36	0.00	113.99	□	
JOHNSON JONATHAN	800-002-093-000	2009	Y	540.88	54.08	0.00	594.96	□	
VASQUEZ MICHAEL E	800-002-262-000	2009	Y	33.76	3.37	0.00	37.13	□	
ASTWOOD ALLEN	800-002-351-000	2009	Y	45.02	4.50	0.00	49.52	□	
GOEWEY REGGIE JR	800-002-366-000	2009	Y	111.43	11.14	0.00	122.57	□	
HEINTZ DAVID	800-002-402-000	2009	Y	101.18	10.11	0.00	111.29	□	
MCKUNE JAMES W	800-002-621-000	2009	Y	53.49	5.34	0.00	58.83	□	
GILLIAM LEEANN	800-002-641-000	2009	Y	33.76	3.37	0.00	37.13	□	
ERICH BRIAN	800-002-674-000	2009	Y	25.07	2.50	0.00	27.57	□	
VILLA NICOLAS JR & JOAN P	830-000-232-000	2009	Y	37.28	3.72	0.00	41.00	□	
SWANSON TREVOR	830-001-548-000	2009	Y	34.34	3.43	0.00	37.77	□	
SCHAFFER CHRISTOPHER R	830-001-677-000	2009	Y	119.64	11.96	0.00	131.60	□	
VASQUEZ MICHAEL E	830-001-733-000	2009	Y	73.65	7.36	0.00	81.01	□	
PERSINGER MIKE	830-001-798-000	2009	Y	118.12	11.81	0.00	129.93	□	
KEITH SCOTT	830-001-914-000	2009	Y	62.60	6.26	0.00	68.86	□	
ALEXANDER LESLIE	830-001-962-000	2009	Y	24.82	2.48	0.00	27.30	□	
ATKINS BRETT	830-001-983-000	2008	Y	151.14	15.11	0.00	166.25	□	
CONNORS JOHN M JR	830-002-382-000	2009	Y	56.32	5.63	0.00	61.95	□	
MCREYNOLDS DICK CHARLES	830-002-432-000	2009	Y	26.74	2.67	0.00	29.41	□	
ALLEN LLLISA S	830-002-505-000	2009	Y	75.57	7.55	0.00	83.12	□	
GRAYSON DEBBIE LYNN	830-002-691-000	2009	Y	68.17	6.81	0.00	74.98	□	
BRANDT JEFF	830-002-703-000	2009	Y	216.78	21.67	0.00	238.45	□	
HARPER BRUCE & CINDY	830-002-706-000	2009	Y	27.76	2.77	0.00	30.53	□	

County of AMADOR
 ASMTS DISCHARGED FOR ROLL YEAR 2015

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
ALLEN LISA SHAE & PEGGY LEA	830-002-772-000	2009	Y	34.75	3.47	0.00	38.22		
MORFORD SHELLY	830-002-922-000	2009	Y	271.38	27.13	0.00	298.51		
LEAL CYNTHIA L	830-002-965-000	2009	Y	27.76	2.77	0.00	30.53		
CARNEY JAMES PATRICK & HESTER RENEI	830-003-002-000	2009	Y	26.03	2.60	0.00	28.63		
MYERS SALLY	830-003-059-000	2009	Y	109.61	10.96	0.00	120.57		
AKEMON DANNY	830-003-271-000	2009	Y	72.33	7.23	0.00	79.56		
MAIN WILLIAM EDWARD	830-003-374-000	2009	Y	27.45	2.74	0.00	30.19		
FINN MARK & DEBRA	830-003-813-000	2009	Y	151.54	15.15	0.00	166.69		
MOEDE RONALD	830-003-823-000	2009	Y	36.47	3.64	0.00	40.11		
GONZALES EDWIN	830-003-977-000	2009	Y	27.25	2.72	0.00	29.97		
HARRISON AUDRINA	840-000-002-000	2008	Y	488.27	48.82	0.00	537.09		
HINTON PATRICIA A	850-000-040-000	2009	Y	31.29	3.12	0.00	34.41		
MOON DALE & RICHNOW KIMBERLY	860-000-232-000	2009	Y	11.14	1.11	0.00	12.25		
MONDANI DON	910-000-011-000	2009	K	440.24	44.02	20.00	504.26		
BRAZELL LOUIS C	910-000-110-000	2009	K	164.86	16.48	20.00	201.34		
HUNTLEY WILLIAM T	910-000-247-000	2009	K	30.02	3.00	20.00	53.02		
HILL BARBARA	910-000-266-000	2009	K	74.62	7.46	20.00	102.08		
VILLA NICOLAS & JOAN	910-000-267-000	2009	K	437.04	43.70	20.00	500.74		
ORTIZ JUAN CARLOS	910-000-320-000	2009	K	159.64	15.96	20.00	195.60		
GIANNINI STEVE	910-000-690-000	2009	K	283.08	28.30	20.00	331.38		
PEREZ CEDRICK	910-000-999-000	2009	K	127.92	12.78	20.00	160.70		
HUNT ROBERT	910-001-462-000	2009	K	40.28	4.02	20.00	64.30		
GMAC MORTGAGE LLC	990-022-804-300	2008	G	446.61	44.66	0.00	491.27		
BANK OF NEW YORK AS TRUSTEE	990-022-828-000	2008	G	254.54	25.45	0.00	279.99		
DEUTSCHE BANK NATIONAL TRUST COMP	990-022-976-100	2008	G	1,112.54	111.25	0.00	1,223.79		
LASALLE BANK NA AS TRUSTEE	990-023-078-000	2008	G	218.74	21.87	0.00	240.61		
LSF6 MERCURY REO INVESTMENTS LLC	990-023-125-100	2008	G	18.85	1.88	0.00	20.73		
HSBC BANK USA NA AS TRUSTEE	990-023-373-100	2008	G	137.69	13.76	0.00	151.45		
HSBC BANK USA N A AS TRUSTEE	990-023-521-000	2008	G	22.38	2.23	0.00	24.61		
FIRST FEDERAL BANK OF CALIFORNIA	990-023-688-000	2009	G	12.92	1.29	0.00	14.21		
DEUTSCHE BANK NATIONAL TRUST COMP	990-023-860-000	2009	G	25.56	2.55	0.00	28.11		
NATIONSTAR MORTGAGE LLC	990-023-990-000	2009	G	42.16	4.21	0.00	46.37		
HSBC BANK USA NA AS TRUSTEE	991-023-373-100	2009	G	125.28	12.52	0.00	137.80		
HSBC BANK USA N A AS TRUSTEE	991-023-521-000	2009	G	25.76	2.57	0.00	28.33		
16381 ROLLING OAKS CT TRUST & MONTO	991-023-684-000	2009	G	246.04	24.60	0.00	270.64		
Grand Total	Asmt Count:	74		13,321.97	1,331.85	180.00	14,833.82		

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 04/09/2015

Resol.

From: James C. Wegner

Phone Ext. 500

(Department Head - please type)

Department Head Signature _____

- Regular Agenda
 - Consent Agenda
 - Blue Slip
 - Closed Session
- Meeting Date Requested:

4-28-15

Agenda Title: Adoption of the Amador County Local Hazard Mitigation Plan

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

An approved and updated Local Hazard Mitigation Plan (LHMP) is necessary to maintain eligibility for mitigation funding from the Federal Emergency Management Agency (FEMA). The development of this plan involved multi-agency coordination and public meetings. Receiving no comments, the draft plan was submitted to the California Governor's Office of Emergency Services (Cal-OES) and FEMA for review pending formal adoption. FEMA has since advised that the LHMP is eligible for final approval pending its adoption by the participating jurisdictions in the plan.

Recommendation/Requested Action:

Adopt the Local Hazard Mitigation Plan as submitted

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts

None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Local Hazard Mitigation Plan attached

Request Reviewed by:

Chairman [Signature]

Counsel [Signature]

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Undersheriff, OES

FOR CLERK USE ONLY

Meeting Date

April 28, 2015

Time

9 a.m.

Item #

3E

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

Print Form

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

RESOLUTION ADOPTING THE) RESOLUTION NO. 14-XXX
AMADOR COUNTY, CALIFORNIA)
LOCAL HAZARD MITIGATION PLAN)

WHEREAS, the County of Amador recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U. S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments;

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the County of Amador fully participated in the FEMA-prescribed mitigation planning process to prepare this local hazard mitigation plan; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the Amador County Local Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body;

WHEREAS, the County of Amador desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Amador County Local Hazard Mitigation Plan;

WHEREAS, adoption by the governing body for the County of Amador demonstrates the jurisdiction’s commitment to fulfilling the mitigation goals and objectives outlined in the Local Hazard Mitigation Plan.

WHEREAS, adoption of this legitimacies the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

THEREFORE BE IT RESOLVED THAT, that the County of Amador adopts the Amador County Local Hazard Mitigation Plan as an official plan; and

BE IT RESOLVED, that the County of Amador adopts the Amador County Local Hazard Mitigation Plan by reference into the safety element of their general plan in accordance with the requirements of AB 2140; and

BE IT FURTHER RESOVED, the County of Amador will submit this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan’s final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish

conformance with the requirements of AB 2140.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 11th day of February, 2014, by the following vote:

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

NOES: None

ABSENT: None

Brian Oneto, Chairman

ATTEST:

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

Deputy

AGENDA TRANSMITTAL FORM

<input type="radio"/> Regular Agenda <input checked="" type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>04/28/2015</u>
--

To: Board of Supervisors

Resal

Date: 04/28/2015

From: Brian Oneto, Chairman
 (Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: Sheriff's Office

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

Approval of a Resolution delegating authority to the Sheriff, or Undersheriff, to negotiate, execute, amend, and terminate agreements relating to the SAREX 2015.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: _____

Request Reviewed by:

Chairman *[Signature]*

Counsel *GC*

Auditor *YGR*

GSA Director *Hop*

CAO *[Signature]*

Risk Management *[Signature]*

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

Sheriff's Office

FOR CLERK USE ONLY

Meeting Date

April 28, 2015

Time

9 a.m.

Item #

3F

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

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

IN THE MATTER OF:

RESOLUTION DELEGATING AUTHORITY TO THE
SHERIFF, OR UNDER SHERIFF, TO NEGOTIATE,
EXECUTE, AMEND, AND TERMINATE
AGREEMENTS RELATING TO THE SAREX 2015

RESOLUTION NO. 15 xxxx

WHEREAS, September 11 through September 13, 2015, the Amador County Sheriff's, in cooperation with the Office and the California Governor's Office of Emergency Services, is hosting the premier Search and Rescue training event in California ("SAREX 2015") involving several hundred Search and Rescue personnel and volunteers, along with numerous vendors; and

WHEREAS, in order to organize a successful SAREX 2015, the Sheriff's Office will need to enter into agreements with numerous businesses and/or entities on an ongoing and timely basis, up to, and through, the conclusion of the event; and

WHEREAS, generally, absent a delegation of authority, only the Board of Supervisors at its bi-weekly meetings, may execute, amend, or terminate agreements on behalf of the County of Amador; and

WHEREAS, in order to allow the Sheriff's Office to timely enter into the necessary agreements to successfully host SAREX 2015, it is requested that the Sheriff and/or the Undersheriff be permitted to execute the necessary agreements.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF AMADOR COUNTY, CALIFORNIA HEREBY RESOLVES AS FOLLOWS:

1. The Sheriff, or Undersheriff, is permitted to negotiate, execute, amend and terminate agreements related hosting to SAREX 2015 following approval as to form and legality by County Counsel.
2. This Delegation of Authority to the Sheriff, or Undersheriff, shall expire on September 30, 2015.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 8th day of April, 2014, by the following vote:

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

NOES: None

Chairman, Board of Supervisors

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

Deputy

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
04/28/15	

To: Board of Supervisors

Date: April 9, 2015

Agmt

From: James Foley, Director Phone Ext. 625

(Department Head - please type)

Department Head Signature

Agenda Title: Agreement with UC Davis for Department of Social Services employee training

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

This is the annual agreement between U.C. Davis and Amador County Social Services relative to providing eligibility services training during fiscal year 2015-2016.

Recommendation/Requested Action:
Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

Budgeted _____

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman <u></u>	Counsel <u></u>
Auditor <u></u>	GSA Director <u></u>
CAO <u></u>	Risk Management <u></u>

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

2 copies to Chris @ Social Services, electronic copy to Risk

FOR CLERK USE ONLY

Meeting Date <u>April 28, 2015</u>	Time <u>9 a.m.</u>	Item # <u>4A</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

Distributed on _____	A new ATF is required from _____ Department For meeting of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
----------------------	--	--



Agreement #EW-2015-02

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and AMADOR COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2015 through June 30, 2016. All courses must be completed by June 30, 2016.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Amador County
Department of Social Services
10877 Conductor Blvd. Ste. 200
Sutter Creek, CA 95685

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

AMADOR COUNTY

By 
Name Paul M. McNeil
Title Dean, UC Davis Extension

By _____
Name Brian Oneto
Title Chairman, Board of Supervisors

Date 3/23/2015

Date _____

FEIN: 94-6036494

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

BY: _____
Gregory Gillott, County Counsel

EXHIBIT A
TRAINING PROGRAM

1. 6.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$23,700.00
University's in-kind contribution	\$ 2,370.00
User's share of cost	\$21,330.00

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 04/20/2015

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

Phone Ext. 412

Department Head Signature _____

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

Meeting Date Requested:
04/28/2015

Agenda Title: MEMORANDUM OF UNDERSTANDING for Coordination of Services between Amador County Mental Health Plan and KP Cal, LLC

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this MOU with KP Cal, LLC "Kaiser" to coordinate services with a few 'special exception' Kaiser members upcountry in Amador County.

In order to implement certain provisions of CCR, Title 9, Section 1810.370, Welfare and Institutions Code 14715 and other applicable law. KAISER has contracted with the California Department of Health Care Services ("DHCS"), pursuant to its Geographic Managed Care ("GMC") Medi-Cal contract that includes Amador County, to arrange and coordinate the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled with KAISER in the Service Area.

Recommendation/Requested Action:

Approval of Agreement

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 Admin Committee

Committee Recommendation:

Place on Board of Supervisors Agenda for 04/28/15

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 JOR

GSA Director Hop

CAO [Signature]

Risk Management [Signature]

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

Please return ^{three} ~~two~~ original MOUs to Angie Grau in Behavioral Health. Will return 1 fully executed MOU to BOS. Risk

FOR CLERK USE ONLY

Meeting Date

April 28, 2015

Time

9 a.m.

Item #

4B

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save ...

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of March 1, 2015, by and between the County of Amador, a political subdivision of the State of California, on behalf of Amador County Mental Health Department (hereinafter referred to as “County MHP”) and KP Cal, LLC (hereinafter referred to as “KAISER”) in order to implement certain provisions of CCR, Title 9, Section 1810.370, Welfare and Institutions Code 14715 and other applicable law. The term of this MOU shall not exceed three (3) years. This MOU may be terminated by either party by giving at least 10 days written notice to the other party.

Written notices under this MOU will be to the following:

Amador County Mental Health Department
10877 Conductor Boulevard #300
Sutter Creek, CA, 95685

KP Cal, LLC
California Vice President for Medi-Cal, CIHP, CHC
Kaiser Foundation Health Plan, Inc.
1800 Harrison St., 25th Floor, Oakland, CA 94612-3404

Courtesy Copy:
Director, California Medi-Cal and State Sponsored Programs (CMSSP)
Kaiser Foundation Health Plan, Inc.
3100 Thornton Ave., Burbank, CA 91504-3183

KAISER has contracted with the California Department of Health Care Services (“DHCS”), pursuant to its Geographic Managed Care (“GMC”) Medi-Cal contract that includes Amador County, to arrange and coordinate the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled with KAISER in the Service Area.

Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries who reside in Amador County are the responsibility of County MHP. County MHP contracts with the DHCS to provide medically necessary SMHS to the Medi-Cal beneficiaries of Amador County. The County MHP, DHCS and KAISER work collaboratively to ensure timely and effective access to Medi-Cal Mental Health Services.

The purpose of this MOU is to comply with the requirements of DHCS All Plan Letter (APL) 13-018. This MOU describes the responsibilities of the County MHP in the delivery of Specialty Mental Health Services and KAISER’s responsibilities to provide outpatient mental health services to KAISER Members served by both parties. It is the intention of the parties to coordinate care between providers of physical and mental health care. All references in the MOU to “Members” are limited to the KAISER Members. There will be no exchange of funds between KAISER and the County MHP.

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

Nothing contained herein shall add to or delete from the services required by each party under its agreement with the State of California. County MHP and KAISER agree to perform their required services under their respective agreements with the DHCS, to the extent not inconsistent with laws and regulations.

The County MHP will comply with all requirements stated in Welfare and Institutions Code 14712 and 14715.

Amador County Mental Health Department
("County MHP")

KP CAL, LLC
("KAISER")

Signature: _____

Signature: _____

Print Name: Brian Oneto

Print Name: Nathaniel L. Oubre, Jr.

Title: Chairman, Board of Supervisors

Title: California V.P. Medi-Cal, CIHP, CHC

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
Basic Requirements	<p>County MHP agrees to develop protocols and address policies and procedures with KAISER that includes but is not limited to the following areas:</p> <ul style="list-style-type: none"> - Management of the Members' specialty mental health care, including but not limited to the following: <ul style="list-style-type: none"> • screening, assessment and referrals • medical necessity determination • are coordination, and • exchange of medical information. • medically necessary treatment 	<p>KAISER agrees to develop protocols and address policies and procedures with the MHP that includes but is not limited to the following areas:</p> <ul style="list-style-type: none"> - Management of the Members' specialty mental health care, including but not limited to the following: <ul style="list-style-type: none"> • screening, assessment and referrals • medical necessity determination • are coordination, and • exchange of medical information • medically necessary treatment

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
Mental Health Covered Services	<p>County MHP has responsibility to ensure that outpatient Specialty Mental Health Services are provided for KAISER Members with significant impairment in functions that meet the medical necessity criteria who live in Amador. See Attachment 1 Priority Population for Adult Services and Attachment 2 Priority Population for Children/Youth Services.</p> <p>MHP must provide appropriate direction to KAISER and KAISER Members on how to access Specialty Mental Health Services from County MHP.</p> <p>Conditions that the <i>Diagnostic and Statistical Manual</i> (“DSM”) identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by the MHP or by KAISER.</p> <p>All services must be provided in a culturally and linguistically appropriate manner</p>	<p>KAISER is responsible for providing its Members with Outpatient Mental Health Services and outpatient mental health benefits.</p> <p>Outpatient mental health benefits must be provided for Members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current <i>Diagnostic and Statistical Manual (DSM)</i> that is also covered according to State regulations.</p> <p>KAISER shall refer Members requiring Specialty Mental Health services to the County MHP.</p> <p>KAISER will provide its services in a culturally and linguistically appropriate manner.</p>
Oversight Responsibilities	<p>County MHP will appoint a Liaison to coordinate activities with the KAISER and will notify the KAISER of the roles and responsibilities of the County MHP Liaison.</p> <p>County MHP Liaison will meet</p>	<p>KAISER will appoint a Liaison to coordinate activities with the County MHP and will notify the County MHP of the roles and responsibilities of the KAISER Liaison.</p> <p>KAISER Liaison will meet with</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	<p>with the KAISER Liaison, at least semi-annually to resolve issues regarding appropriate and continuous care for Members receiving Specialty Mental Health services. The County MHP Liaison will work in partnership with KAISER to draft any changes to the MOU.</p> <p>The County MHP Liaison will be responsible for communicating suggestions for MOU changes to the County MHP leadership and the KAISER Liaison and any other appropriate persons or entities.</p> <p>County MHP may utilize the KAISER Member Services Contact Center, 800-464-4000, using the provider prompt, to contact a KAISER provider and access support programs.</p> <p>With a Member’s written permission or as otherwise permitted by applicable law, the identification of a patient, the KAISER Member, clinical, or other pertinent information will be shared between KAISER and the County MHP and its providers for coordination of care.</p> <p>At the discretion of the County MHP, the County MHP Liaison may represent the County MHP in the dispute resolution process.</p> <p>The County MHP Liaison will</p>	<p>the County MHP Liaison, at least quarterly, to resolve issues regarding appropriate and continuous care for KAISER Members receiving Specialty Mental Health services. The KAISER Liaison will work in partnership with County MHP to draft any changes to the MOU.</p> <p>The KAISER Liaison will be responsible for communicating suggestions for MOU changes to the KAISER leadership and the County MHP Liaison and any other appropriate persons or entities.</p> <p>With a Member’s written permission or as otherwise permitted by applicable law, the identification of a patient, the KAISER Member, clinical, or other pertinent information will be shared between the KAISER and the County MHP and its providers for coordination of care.</p> <p>At the discretion of KAISER, the KAISER Liaison may represent KAISER in the dispute resolution process.</p> <p>The KAISER Liaison will coordinate activities with the County MHP.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	coordinate activities with the KAISER Liaison.	
Screening, Assessment and Referral	<p>County MHP providers will refer KAISER Members to their identified PCP, or directly back to the KAISER main referral line, for Outpatient Mental Health services and medical/physical health services that are KAISER'S responsibility to perform.</p> <p>In order to support KAISER's reporting obligations to the DHCS, on a monthly basis, County MHP shall provide the following information to the KAISER Liaison:</p> <ul style="list-style-type: none"> • A list of Members receiving County MHP Covered Services at the County. • A list of Members referred to KAISER for care and type of care. 	<p>KAISER is responsible for ensuring that its Members receive appropriate screenings, assessments and referrals to County MHP for Specialty Mental Health services.</p> <p>KAISER accepts referrals from County MHP staff, providers, and Members' self-referral for assessment. KAISER makes a determination of medical necessity for Outpatient Mental Health, medical/physical health services and provides referrals within KAISER's network.</p> <p>When determining the medical necessity of covered services for a KAISER Member KAISER PCP's will refer KAISER Members to a KAISER LMHP for: An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the Member clearly has a significant impairment for which the Member can be referred directly to the County MHP).</p> <p>If it is determined by the KAISER LMHP that the Member may meet the medical necessity criteria for Specialty Mental Health services the KAISER LMHP will refer the Member to the County MHP for further assessment and treatment. When a KAISER Member's condition improves while</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
		<p>receiving Specialty Mental Health services the KAISER LMHP and County MHP will coordinate the Member's care and may refer the Member for care by the KAISER LMHP. KAISER will designate a central coordinating point to assure smooth transition planning to prevent delays or discontinuity and ensure the County MHP is able to navigate KAISER's network.</p> <p>Primary care mental health treatment includes: Basic education, assessment, counseling and referral and linkage to other services for all KAISER Members and:</p> <p>Medication and treatment for:</p> <ul style="list-style-type: none"> i) Mental health conditions that would be responsive to physical healthcare-based treatment ii) Mental health disorders due to a general medical condition iii) Medication-induced reactions from medications prescribed by physical health care providers. <p>KAISER will acknowledge receipt of the information that the County MHP submits for the completion of the DHCS required report. KAISER will inform County MHP of the day of the month that the information is to be provided.</p>
Care Coordination	The County MHP will designate	KAISER will designate an

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	<p>an identified point of contact (POC), who will initiate, provide, and maintain ongoing care coordination as mutually agreed upon in KAISER and County MHP protocols.</p> <p>The County MHP POC will coordinate care for Specialty Mental Health services provided by the County MHP. This coordination of care includes the following processes:</p> <ul style="list-style-type: none"> a) notifying KAISER within 24 hours of admission and b) discharge to arrange appropriate follow-up services c) reviewing and updating the care plan of Member as clinically indicated (i.e. following hospitalization or crisis intervention) the care plan must include <ul style="list-style-type: none"> i) triggers for updating the care plan ii) coordinating with outpatient mental health provider <p>The County MHP POC will support the transition of care for members transitioning to or from County MHP services.</p> <p>The County MHP POC will participate in regular meetings to review referral, care coordination, and information exchange protocols and processes.</p>	<p>identified point of contact (POC), who will initiate, provide, and maintain ongoing care coordination as mutually agreed upon in KAISER and County MHP protocols.</p> <p>When KAISER identifies a Member who requires Specialty Mental Health services they will contact the County MHP to coordinate referrals.</p> <p>The KAISER POC will support the transition of care for Members transitioning to or from KAISER services.</p> <p>The KAISER POC will participate in regular meetings to review referral, care coordination, and information exchange protocols and processes.</p>
Psychiatric Inpatient Hospital Services	County MHP will be responsible for Psychiatric Inpatient Hospital	KAISER will cover labs and special procedures prescribed

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	<p>Services which includes all hospital based ancillary services, and psychiatric inpatient hospital professional services, but does not include routine services.</p> <p>County MHP is also responsible for psychiatric inpatient hospital services for Specialty Mental Health services as described in CCR, Title 9, Sections 1810.345 and 1810.350 (b) and (c).</p>	<p>by a non-plan provider if the services are related to psychiatric inpatient or Specialty Mental Health Services.</p> <p>KAISER is not responsible for Psychiatric Inpatient Hospital Services for Specialty Mental Health services.</p> <p>KAISER will cover and pay for all medically necessary professional services to meet the physical health care needs of the members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility ("PHF"). These services include the initial health history and physical assessment required within twenty-four (24) Hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV.</p> <p>KAISER is not required to cover room and board charges or mental health services associated with a KAISER member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.</p>
Laboratory, Radiological and Radioisotope Services	The County MHP will coordinate with KAISER as appropriate, to assist KAISER Members in	KAISER will be responsible for covering medically necessary laboratory, radiological, and

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	<p>receiving laboratory services for Specialty Mental Health services and prescribed through the County MHP, including ensuring that any medical justification of the services required for approval of payment to the laboratory is provided to the authorizing entity in accordance with the authorizing entity's procedure.</p>	<p>radioisotope services described in CCR, Title 22, and Section 51311.</p> <p>KAISER will cover laboratory services and special procedures prescribed by a non-plan provider if the services are related to Specialty Mental Health services or services when they are medically necessary for the diagnosis and treatment of the KAISER Member's mental health condition for which County MPH is responsible to provide care.</p> <p>KAISER will also cover services needed to monitor the health of Members for side effects resulting from medications prescribed to treat the mental health diagnosis.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
<p>Pharmaceutical Services and Prescribed Drugs</p>	<p>County MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for KAISER Members under their treatment for Specialty Mental Health services</p> <p>County MHP will coordinate with KAISER to ensure that psychotropic drugs prescribed by County MHP providers are included in the KAISER formulary and/or available for dispensing by KAISER network pharmacies unless otherwise stipulated by state regulation.</p> <p>County MHP will coordinate with KAISER to inform County MHP Specialty mental health providers regarding process and procedure for obtaining prescribed medications for KAISER Members. Materials may be provided from either or both MHP and KAISER.</p> <p>County MHP providers will utilize KAISER contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications.</p> <p>County MHP providers can review the KAISER formulary at: http://kp.org/formulary</p> <p>County MHP will provide KAISER a list of contracted organizational providers,</p>	<p>KAISER will accept prescriptions written by County MHP credentialed providers for pharmacy and laboratory services.</p> <p>KAISER will Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the County MHP for Kaiser Members under the care of County MHP for Specialty Mental Health services</p> <p>KAISER will coordinate with County MHP to ensure that covered medications prescribed by County MHP providers are available through the authorization process or formulary for dispensing by KAISER network pharmacies unless otherwise stipulated by state regulation. KAISER formulary can be reviewed at: http://kp.org/formulary</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	prescribing physicians, or other prescribers (i.e. Nurse Practitioner, Physician Assistant) on a quarterly basis, or on an as needed basis.	
Service Authorizations	County MHP will authorize Specialty mental health and other treatment services that are required to be provided by this MOU and any other applicable laws, regulations or DHCS requirements.	<p>KAISER will ensure clinical assessment and/or treatment services by KAISER LMHPs who are credentialed and contracted with KAISER for covered medically necessary covered Outpatient Mental Health services that are KAISER's responsibility to provide.</p> <p>KAISER Members may obtain Outpatient Mental Health services by self-referral, authorization from a Plan Provider, including the Emergency Room.</p>
Nursing and Residential Facility Services	<p>County MHP will arrange and coordinate payment for nursing facility services, i.e., augmented Board and Care (ABC), Skilled Nursing Facility (SNF), Institution for Mental Disease (IMD), etc., for Members who meet medical necessity criteria and who require a special treatment program CCR, Title 22, Section 51335(k) for Specialty Mental Health Services.</p> <p>County MHP will be responsible for nursing and residential facility services, including locked facilities and licensed skilled nursing services that are beyond the scope of KAISER'S responsibility. These services</p>	<p>The Plan will cover medically necessary covered nursing facility services for Members required by contract with DHCS and applicable laws and regulations.</p> <p>KAISER will arrange for disenrollment from managed care if the Member needs nursing facility services extends beyond the scope of KAISER's responsibility.</p> <p>KAISER will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	are provided within the scope of Specialty Mental Health services.	
Developmentally Disabled Services	<p>County MHP will refer KAISER Members with developmental disabilities to the Local Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed.</p> <p>KAISER Members with developmental disabilities can get counseling, support, and other nonmedical services from a Regional Center. Alta California Regional Center is in the service area. Alta California Regional Center can be reached by calling 1-916-978-6400.</p>	<p>KAISER and KAISER providers will ensure members have information about how to contact the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</p> <p>KAISER Members with developmental disabilities can get counseling, support, and other nonmedical services from a Regional Center.</p> <p>KAISER will maintain a current MOU with Alta California Regional Center. Alta California Regional Center can be reached by calling 1-916-978-6400.</p>
Exchange of Protected Health Information	<p>County MHP will comply with all applicable federal HIPAA laws and other applicable laws and regulations pertaining to use and disclosure of PHI.</p> <p>County MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be</p>	<p>KAISER will comply with all applicable federal HIPAA laws and other applicable laws and regulations pertaining to use and disclosure of PHI.</p> <p>KAISER will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>KAISER will encrypt any data transmitted via email containing confidential data of KAISER Members such as PHI</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	<p>disclosed via email.</p> <p>County MHP will notify the state of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving Members within 30 days.</p>	<p>and Personal Confidential Information (PCI) or other confidential data to KAISER or anyone else including state agencies.</p> <p>KAISER will notify the State within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</p>
<p>Reporting and Quality Improvement Requirements</p>	<p>County MHP, in conjunction with KAISER, will hold meetings as necessary, and at least quarterly, to review the referral and care coordination process for services that are the parties' responsibility to provide. County MHP and KAISER will review the referral and care coordination process to improve quality of care; and will coordinate to produce at least semi-annually a report summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between County MHP and KAISER.</p> <p>County MHP agrees to share data with KP related to referrals and other DHCS requirements.</p>	<p>KAISER, in conjunction with County MHP, will hold meetings as necessary, and at least quarterly, to review the referral and care coordination process for services that are the parties' responsibility to provide. KAISER and County MHP will review the referral and care coordination process to improve quality of care; and at least semi-annually coordinate to produce a report summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between KAISER and the County MHP.</p> <p>Kaiser agrees to share data with County MHP related to referrals and other DHCS requirements.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	County MHP and KAISER share responsibility for ensuring this MOU is current and reflective of best practices for coordinating care between KAISER and County MHP.	KAISER and County MHP share responsibility for ensuring this MOU is current and reflective of best practices for coordinating care between KAISER and County MHP.
Dispute Resolution	<p>When the County MHP has a dispute with KAISER that cannot be resolved to the satisfaction of the County MHP concerning the obligations of the County MHP or KAISER under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU, as described in Title 9, CCR Section 1810.370, the MHP may submit a request for resolution to DHCS.</p> <p>Either the County MHP or KAISER shall submit a request for resolution to the DHCS within 15 calendar days of the completion of the dispute resolution process between the parties. Disputes between County MHP and KAISER will follow the Dispute Resolution requirements and time frames are outlined in CCR, Title 9, Section 1850.505 (d) and (f).</p>	<p>When KAISER has a dispute with the County MHP that cannot be resolved to the satisfaction of KAISER concerning the obligations of the County MHP or KAISER under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU, as described in, Title 9, CCR Section 1810.370, KAISER may submit a request for resolution to DHCS.</p> <p>Either the County MHP or KAISER shall submit a request for resolution to the DHCS within 15 calendar days of the completion of the dispute resolution process between the parties. Disputes between County MHP and KAISER will follow the Dispute Resolution requirements and time frames are outlined in CCR, Title 9, Section 1850.505 (d) and (f).</p>
Provision of Medically Necessary Services Pending Resolution of Dispute	A dispute between the County MHP and KAISER shall not delay the provision of medically necessary Specialty Mental Health services or Mental Health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries pending resolution	Pursuant to CCR, Title 9, Section 1850.525, an unresolved pending dispute between the County MHP and KAISER shall not delay the provision of medically necessary Specialty Mental Health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to a

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	<p>of the dispute.</p> <p>The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or when the dispute concerns the County MHP's contention that KAISER is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, the County MHP shall be responsible for providing or arranging and paying for those services to the Member until the dispute is resolved.</p> <p>The County MHP shall identify and provide KAISER with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to the KAISER provider responsible for the Member's care.</p> <p>When the dispute concerns the County MHP's contention that KAISER is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological or radioisotope services required to diagnose or treat the mental illness, the County MHP shall be responsible for providing or</p>	<p>KAISER Member. The following applies until the dispute is resolved:</p> <p>The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or when the dispute concerns KAISER's contention that the County MHP is required to deliver Specialty Mental Health Services to a Member either because the Member's condition would not be responsive to physical health care based treatment or because the County MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by the County MHP, KAISER shall be responsible for providing and managing the care of the Member under the terms of the KP Cal, LLC's contract with the DHCS until the dispute is resolved. When the dispute concerns the MHP's contention that KAISER is required to deliver physical health care base treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological or radioisotope services required to diagnose or treat the mental illness, County MHP is responsible to provide or arrange and pay for the disputed services to the KAISER Member until the dispute is resolved.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	arranging and paying for those services to the Member until the dispute is resolved.	
Emergency and After-Hours	<p>County MHP will have a toll free twenty-four (24) hours a day, seven (7) days a week line available to assist Specialty mental health service members and providers after hours as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis.</p> <p>County MHP shall provide emergency and after hours care as directed in MMCD Policy Letter No. 00-01 REV, DHCS APL 13-018 and other applicable regulatory guidance. County MHP responsibilities include the duty to cover and pay for the professional services of a mental health specialist provided in an emergency room to a KAISER Member whose condition meets County MHP medical necessity criteria or when mental health specialist services are required to assess whether County MHP medical necessity is met.</p>	<p>All KAISER Members have access to quality, comprehensive behavioral health care services twenty-four (24) hours a day, seven (7) days a week by KAISER providers. KAISER’s network LMHPs are available for emergency services twenty four (24) hours a day, seven (7) days a week and arranges for coverage by another provider, in the event of provider’s illness, vacation or other absence from his or her practice.</p> <p>As part of the coverage, LMHPs will coordinate urgent and emergent services with the County MHP or emergency room personnel during a crisis.</p>
Member and Provider Education	County MHP and KAISER will coordinate and determine the training requirements for Member and provider access to County MHP and KAISER covered mental health services.	KAISER and the County MHP will coordinate and determine the training requirements for Member and provider access to County MHP and KAISER covered mental health services.

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
Grievances and Appeals	<p>County MHP will share with KAISER the established process for Members and providers to register grievances/complaints regarding any aspect of the mental health care services.</p> <p>County MHP will ensure that KAISER Members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services.</p> <p>County MHP will comply with applicable regulatory requirements concerning providing Specialty mental health services to Members while a grievance and appeal is pending.</p>	<p>KAISER has in place a written process for the submittal, processing and resolution of all Member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services.</p> <p>KAISER will follow the required procedure for Member and County MHP provider grievances and appeals of a KAISER decision to deny, modify or delay services.</p> <p>KAISER will comply with applicable contractual and regulatory requirements concerning providing services to Members while a grievance and appeal is pending.</p>
Emergency and Non-Emergency Medical Transportation	<p>Medical transportation services as described in CCR, Title 22, Section 51323 are not the responsibility of the County MHP except:</p> <ul style="list-style-type: none"> a. when the County MHP or its provider arranges non-emergency medical transportation without obtaining authorization; or b. when the purpose of the medical transportation service is to transport a Member from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of 24 hour care facility because the services in the facility to which the Member is being transported will result in lower costs to the County MHP. 	<p>Emergency medical transportation services necessary to provide access to all Medi-Cal Covered Services, including emergency mental health services, as described in CCR, Title 22, Section 51323 is the responsibility of KAISER, except as noted in the County MHP column on this subject and any other applicable regulatory guidance.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
	<p>County MHP will obtain authorization for medically necessary non-emergency medical transportation services when prescribed by the County MHP for a KAISER Member in accordance with KAISER's protocol for obtaining timely authorization.</p>	
<p>Consultation and Training</p>	<p>County MHP will facilitate consultation and may provide training for KAISER providers related to Specialty mental health, and services. County MHP will provide information to KAISER on how to acquire access to County MHP Specialty and Mental Health services.</p>	<p>KAISER LMHP and PCP providers will be available to consult with County MHP and County MHP providers about KAISER Members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. For those KAISER Members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an County MHP provider, KAISER LMHP and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics:</p> <ul style="list-style-type: none"> a) Acquiring access to covered KAISER medical services b) Treatment of physical symptoms precipitated by medications used to treat mental disorders c) Treatment of complicated sub-syndrome medical symptoms <p>Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.</p>

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN AMADOR COUNTY MENTAL HEALTH PLAN
AND
KP Cal, LLC

CATEGORY	County MHP	KAISER
Term, Periodic Review of MOU and Termination of MOU	<p>Effective from date stated on page 1 of this MOU and shall remain in effect until terminated in the manner provided in this MOU, not to exceed three years.</p> <p>The parties shall mutually agree to at least annually review the MOU and determine if any modifications are necessary, or the parties may make modifications as necessary, as agreed to between the parties.</p>	<p>Effective from date stated on page 1 of this MOU and shall remain in effect until terminated in the manner provided in this MOU, not to exceed three years.</p> <p>The parties shall mutually agree to at least annually review the MOU and determine if any modifications are necessary, or the parties may make modifications as necessary, as agreed to between the parties.</p>

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
April 28, 2015	

To: **Board of Supervisors**

Date: April 15, 2015

Miss Agut

From: Susan C. Grijalva
(Department Head - please type)

Phone Ext. X 380

Department Head Signature *Susan C. Grijalva*

Agenda Title: Upper Dry Creek Slate Mine - Minor Amendment to Reclamation Plan

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Horseshoe 'A' Mining Co., dba Upper Dry Creek Slate Mine has requested a minor amendment, pursuant to Amador County Code Section 7.36.180 - Surface Mining, to extend the termination date of the reclamation from September 20, 2015 to September 20, 2020, to provide additional time to complete mining in accordance with the Reclamation Plan.

See attached staff report and minutes for further information and findings.

Recommendation/Requested Action:
Find the request is a minor amendment to the Rec Plan, adopt the findings & approve the minor amendment to the Rec Plan.

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name Agricultural & Natural Resources Committee

Comments: _____

Committee Recommendation:
Approval

Request Reviewed by:

Chairman <u><i>[Signature]</i></u>	Counsel <u><i>GG</i></u>
Auditor <u><i>JOR</i></u>	GSA Director <u><i>Hop</i></u>
CAO <u><i>[Signature]</i></u>	Risk Management <u><i>[Signature]</i></u>

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

FOR CLERK USE ONLY

Meeting Date April 28, 2015 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 _____ Completed by _____	A new ATF is required from _____ Department _____ For meeting _____ of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
--	---	--

**AGRICULTURE AND NATURAL RESOURCES COMMITTEE
MINUTES OF APRIL 13, 2015**

Committee Members Present: Supervisor Forster

Committee Members Absent: Supervisor Oneto (potential conflict of interest-adjacent landowner)

Staff Present: Susan Grijalva, Planning Director

Others Present: Ron Matulich, Horseshoe 'A' Mining Co.
Robin Peters, Cal-State Engineering

Meeting called to order by Chairman Forster at 10:10 a.m.

Correspondence: None.

Public Matters Not on the Agenda: None.

Item 1 – Review and recommendation to the Board of Supervisors pursuant to Amador County Code Section 7.36.180 – Surface Mining, of a minor amendment requested to extend the termination date for the Upper Dry Creek Slate Mine Reclamation Plan (RP 93-1) from September 20, 2015 to September 20, 2020 to provide for additional time needed to complete mining in accordance with the reclamation plan.

Operator: Horseshoe 'A' Mining, dba Upper Dry Creek Slate Mine

Property Owner: Ron Matulich

Supervisorial District V

Location: On California Mine Rd. approximately 1.5 miles north of New Chicago Rd., about 1 mile east of Drytown.

Susan Grijalva, Planning Director, reviewed the staff report which is hereby incorporated by reference as though set forth in full, explaining the reasons for the request for a minor modification of Reclamation Plan RP-93-1 for the Upper Dry Creek Slate Mine.

Robin Peters, Cal State Engineering, explained that there would be no change in the operation, the reclamation plan, or the footprint of the operation. The request was just to allow mining to continue for an additional period of 5 years as it has in order to access the remaining material at this location.

After general discussion between Supervisor Forster and those present, Supervisor Forster stated he didn't have any issue with granting the extension of time and recommended the Board of Supervisors approve extending the termination date of the Reclamation Plan to 2020 with the findings set forth in the staff report.

The meeting was adjourned at 10:17 a.m.

STAFF REPORT TO AGRICULTURE AND NATURAL RESOURCES COMMITTEE
FOR MEETING OF MONDAY, APRIL 13, 2015

ITEM NO. 1: REVIEW AND RECOMMENDATION TO THE BOARD OF SUPERVISORS PURSUANT TO AMADOR COUNTY CODE SECTION 7.36.180 – SURFACE MINING, OF A MINOR AMENDMENT REQUESTED TO EXTEND THE TERMINATION DATE FOR THE UPPER DRY CREEK SLATE MINE RECLAMATION PLAN (RP 93-1) FROM SEPTEMBER 20, 2015 TO SEPTEMBER 20, 2020 TO PROVIDE FOR ADDITIONAL TIME TO COMPLETE MINING IN ACCORDANCE WITH THE RECLAMATION PLAN.

Operator: Horseshoe 'A' Mining, dba Upper Dry Creek Slate Mine

Property Owner: Ron Matulich

Supervisorial District V

Location: On California Mine Rd. approximately 1.5 miles north of New Chicago Rd., about 1 mile east of Drytown.

REQUEST: On behalf of Horseshoe 'A' Mining Company (mine operator) and Ronald G. and Linda L. Matulich (landowners) Robin Peters of Cal-State Engineering, Inc. has submitted a request (see attached) for a minor amendment to the Upper Dry Creek Slate Mine Reclamation Plan to extend the termination date for the Upper Dry Creek Slate Mine Reclamation Plan (RP 93-1) from September 20, 2015 to September 20, 2020 to provide for additional time to complete mining in accordance with the reclamation plan. No changes in the mining, processing, or operation of the mine are proposed.

BACKGROUND: According to the Surface Mining and Reclamation Act (SMARA) an amended reclamation plan shall be approved by the lead agency prior to the commencement of activities determined to be a substantial deviation from the approved plan. SMARA states, *"... a substantial deviation shall be defined as a change or expansion to a surface mining operation that substantially affects the completion of the previously approved reclamation plan, or that changes the end use of the approved plan to the extent that the scope of the reclamation required for the surface mining operation is substantially changed."*

Amador County Code Section 7.36.180 (Surfacing Mining) (attached) states:

"Amendments to an approved reclamation plan may be submitted detailing proposed changes from the original plan. Substantial deviations from the original plan shall not be undertaken until such amendment has been filed and approved, in the same manner as established herein for an original application; provided, minor amendments [emphasis added] may be recommended by the Land Use Director after consultation with the board of supervisors agriculture and natural resources committee. Said committee recommendations shall be placed on the consent agenda for approval by the full board of supervisors."

STAFF REPORT TO AGRICULTURE AND NATURAL RESOURCES COMMITTEE
FOR MEETING OF MONDAY, APRIL 13, 2015
ITEM NO. 1: UPPER DRY CREEK SLATE MINE

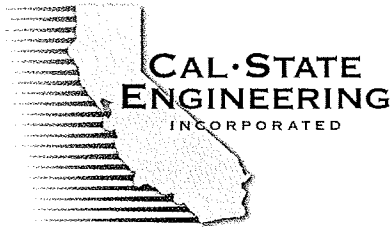
Pursuant to SMARA §3502 (attached) when determining whether a change or expansion constitutes a substantial deviation the following facts shall be taken into consideration:

- 1) A substantial increase in the disturbance of a surface area or in the maximum depth of mining;
- 2) A substantial extension of the termination date of mining operation as set out in the approved reclamation plan;
- 3) Changes that would substantially affect the approved end use of the site as established in the reclamation plan;
- 4) The consistency of any proposed change to the operation with the previously adopted environment determinations;
- 5) Any other changes that the lead agency deems substantial deviations as defined in the subsection.

Staff is seeking a recommendation from the committee as to whether or not this request to administrative amend the legal description of the Reclamation Plan is a substantial deviation from the original Reclamation Plan. The Committee's recommendation will then be placed on the consent agenda to the full board as to whether this request is a minor amendment pursuant to County Code Section 7.36.180.

If this request is found by the Agriculture and Natural Resources Committee to be a minor amendment and not a substantial deviation to the reclamation plan, staff recommends the following findings be adopted:

- 1) The request will not cause a substantial increase in the disturbance of the surface area or in the maximum depth of mining in that the area of disturbance continues to be approximately 10 acres as set forth in the approved Reclamation Plan;
- 2) The request does not request a substantial extension of the termination date of the mining operation set out in the approved Reclamation Plan in that it is for a period of 5 years;
- 3) The request does not cause changes that would substantially affect the approved end use of the site as established in the original Reclamation Plan (i.e. renewed grazing);
- 4) The request does not conflict with any prior environmental determinations made for the Project's Use Permit, the boundary of which is an area significantly larger than the approximately 10 acres covered by the Reclamation Plan; and
- 5) The request does not propose any other changes that the County deems substantial deviations.



CIVIL ENGINEERING
WATER
WASTEWATER
DRAINAGE STUDIES
GRADING PLANS
LAND DEVELOPMENT
SOIL TESTING

March 30, 2015
CSE 140019

RECEIVED
Amador County

MAR 31 2015

PLANNING DEPARTMENT

Ms. Susan Grijalva, Director
Amador County Planning Department
810 Court Street
Jackson, CA 95642

Re: Upper Dry Creek Slate Mine
CA Mine ID 91-03-0024; Reclamation Plan RP 93-1

Dear Susan,

Please accept and process this application for a minor amendment to the Upper Dry Creek Slate Mine's reclamation plan RP 93-1.

Recall that the termination date for the current reclamation plan is September 20, 2015. The current termination date represents a 1995-era pre-mining estimate of the amount of time required to mine the first pit - the IMCO No. 1 pit. While the original estimate of time was close, it is apparent that additional time will be required to complete mining in accordance with the reclamation plan. At this time we are requesting that the termination date be extended five (5) years such that the amended termination date is September 20, 2020. No changes in the mining, processing or operational aspects of the facility are proposed, and no amendments other than an extension of time are requested.

Thank you for your continued cooperation and assistance. Should you have any further questions please do not hesitate to contact me.

Very truly yours,
Cal State Engineering, Inc.

Robin D. Peters, P.E.
Principal Engineer

Cc: Ron Matulich

RDP:st

Upper Dry Creek Minor Amendment

● Cities and Communities

Transportation

Roads

- ▶ One Way Road
- Primary Road
- Secondary Road
- County Route
- State Highway
- Unimproved Road

Administrative Boundaries

- City Limits
- Amador County Boundary
- Parcels



1" = 1130 ft

Aerial photography, if displayed,
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Notes Reclamation Plan Extension (5 years)



The County of Amador assumes no responsibility arising from use of this information. THE MAPS AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating your decision with the appropriate County Office.

Amador County GIS Viewer
Amador County Information Technology Dept.
810 Court St, Jackson, CA 95642

April 14, 2015

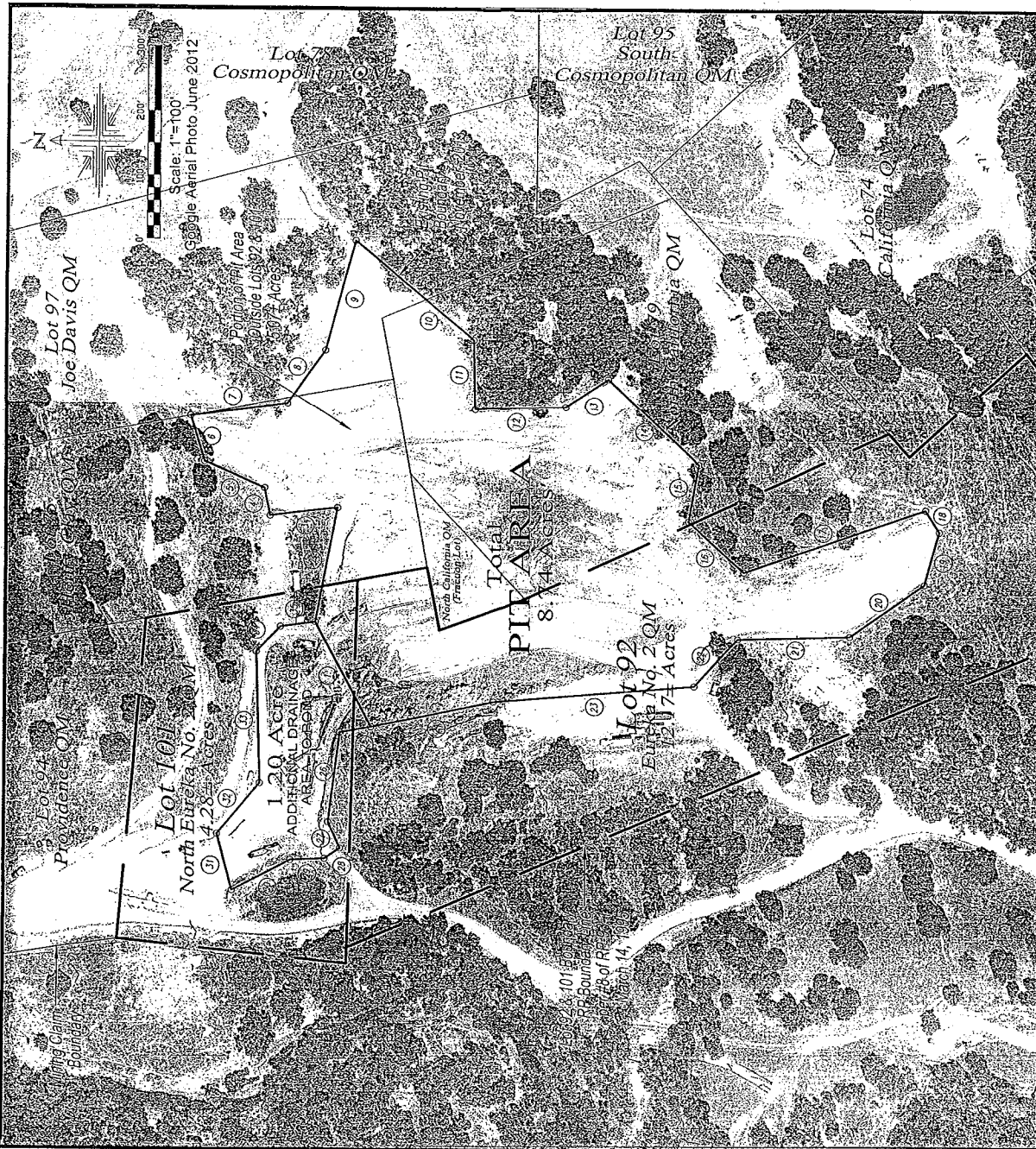
REVISIONS	BY	DATE
MARKING CLAIM BOUNDARIES	MT	2/2014
MARKING CLAIM LOTS	MT	5/2014

ENGINEERING - SURVEYING - PLANNING
 TOMA & ASSOCIATES, INC.
 41 Summit Street, Jackson, CA 95642
 (209) 223-0156

UPPER DRY CREEK SLATE MINE
 Exhibit Map
 CA Mine ID #91-03-0024
 PORTION OF SECTIONS 14 AND 23, T. 7 N., R. 10 E., M. D. M.
 AMADOR COUNTY, CALIFORNIA

APR. 08 - 140-003
 PREPARED FOR:
 RON WATLICH
 PO BOX 217
 CROCKER, CA 95989
 DATE: 11/22/13
 SHEET NO. 19
 SHEET NO. 109-07
 SHEET

1
 OF 1 SHEETS



LINE DATA TABLE	
1	N 82°10'17" E 185.37'
2	S 29°19'42" E 102.53'
3	N 09°45'16" W 105.10'
4	N 23°27'54" E 43.82'
5	N 23°04'31" E 74.07'
6	S 07°20'08" E 151.83'
7	S 84°51'14" E 109.28'
8	S 25°11'38" E 172.58'
9	S 40°50'00" W 240.37'
10	S 88°47'51" W 108.35'
11	S 01°40'25" E 140.77'
12	S 32°35'07" E 78.83'
13	S 47°48'48" W 191.18'
14	N 79°17'28" W 91.39'
15	S 42°42'33" W 116.93'
16	S 19°08'04" E 297.48'
17	S 29°53'27" W 39.98'
18	N 74°27'08" W 65.79'
19	N 20°19'30" W 143.97'
20	N 12°10'25" W 102.07'
21	N 04°52'53" W 310.11'
22	N 11°54'38" W 102.83'
23	N 107°13'55" W 48.37'
24	S 65°58'59" W 44.65'
25	N 34°22'55" W 28.21'
26	N 02°25'15" W 52.75'
27	N 27°41'58" W 102.28'
28	N 7°48'54" E 31.18'
29	S 20°28'37" E 102.98'
30	S 88°15'54" E 205.28'
31	S 07°20'18" E 54.52'
32	S 07°20'18" E 54.31'

SURVEYOR'S STATEMENT
 THIS EXHIBIT MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT ACCURATELY REPRESENTS THE FACTS OF 2013.
 DATE: _____

GEO. L. TOMA
 MY LICENSE EXPIRES 6-30-2014
 PROFESSIONAL LAND SURVEYOR
 G. L. S. 3570
 STATE OF CALIFORNIA

BASIS OF BEARINGS
 BASIS OF BEARINGS IS REFERRED TO THE CALIFORNIA COORDINATE SYSTEM, MAD 83, ZONE 2, DERIVED FROM THE N.C.S. PUBLISHED COORDINATES, EPOCH 1993.35, FOR STATIONS "PLYMOUTH" AND "MARRE". ALL BEARING ANGLES S 08°32'43" E WAS CALCULATED BEARING DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES.
 "PLYMOUTH" 1842625.98 N
 6904748.41 E
 "MARRE" 1912750.86 N
 6909232.93 E

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Miss. Appts/Resign

Date: 04/20/2015

From: Brian Oneto, Chairman

Phone Ext. 470

(Department Head - please type)

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

Meeting Date Requested:
04/28/2015

Department Head Signature _____

Agenda Title: Commission on Aging

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

Approval of the re-appointment of Ms. Ronna Esparza as an Alternate for Wendy Mathis, Member-at-Large to the subject commission for a term of three (3) years.

Recommendation/Requested Action:
Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman *[Signature]*

Counsel *CC*

Auditor *JOR*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management *[Signature]*

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

Confirmation letter to re-appointee; cc: to Laurie Webb, Senior Center, 229 New York Ranch Road, Jackson, CA 95642

FOR CLERK USE ONLY

Meeting Date

April 28, 2015

Time

9 a.m.

Item #

6A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

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

Print Form

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 04/20/2015

From: Brian Oneto, Chairman

(Department Head - please type)

Phone Ext. 470

Miss. Appt/Resign

<input type="radio"/> Regular Agenda
<input checked="" type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>04/28/2015</u>

Department Head Signature _____

Agenda Title: Commission on Aging

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

Approval of the re-appointment of the following District V members to the subject commission for a three (3) year term:

Ms. Thelma Clancy

Ms. Julia Mathis

Ms. Laurie Webb

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: _____

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman [Signature]

Counsel [Signature]

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Confirmation letters to re-appointees; cc: to Senior Center, 229 New York Ranch Road, Jackson, CA 95642

FOR CLERK USE ONLY

Meeting Date

April 28, 2015

Time

9 a.m.

Item #

6B

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

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

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AGENDA TRANSMITTAL FORM

Munic. Appt/Resign

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>04/28/2015</u>	

To: Board of Supervisors
 Date: 04/22/2015

From: John Plasse, Supervisor District I Phone Ext. 470
 (Department Head - please type)

Department Head Signature _____

Agenda Title: Commission on Aging

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

Approval of the re-appointment of the following District I members to the subject commission for a three (3) year term:

Ms. Alexis Wisner
 Ms. Marta Rowe

Recommendation/Requested Action:
Approval

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

Is a 4/5ths vote required? Yes No

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

Comments: _____

Request Reviewed by:

Chairman [Signature] Counsel GO
 Auditor [Signature] GSA Director [Signature]
 CAO [Signature] Risk Management [Signature]

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

Confirmation letters to re-appointees; cc: to Senior Center, 229 New York Ranch Rd.

FOR CLERK USE ONLY

Meeting Date April 28, 2015 Time 9 a.m. Item # 6C

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes: _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____

Completed by _____

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

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

ATTEST: _____
 Clerk or Deputy Board Clerk

Save

Print Form