

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/23/2015

From: Tacy Oneto Rouen Phone Ext. 363
(Department Head - please type)

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

Meeting Date Requested:

6-30-15

Special mtg.

Department Head Signature Tacy Oneto Rouen

Agenda Title: MGT of America, Inc. - Professional Services Agreement for the Cost Allocation Plan

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

Please see the attached "Professional Services Agreement" by and between the County of Amador and MGT of America, Inc. This contract is to engage the MGT Consultant to perform the following services for our Cost Allocation Plan: 1) Gather necessary financial, statistical, and activity data, 2) Complete the Cost Allocation Plan based on 2014-2015 actual costs, and 3) Submit the Cost Allocation Plan to the State Controller. There are two signed copies of the contract enclosed.

Recommendation: Approve the "Professional Services Agreement" by and between the County of Amador and MGT of America, Inc for the Cost Allocation Plan.

Recommendation/Requested Action:
See above.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

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

Committee Review?

N/A

Comments:

Name

Committee Recommendation:

Request Reviewed by:

Chairman _____ Counsel _____

Auditor JOR _____ GSA Director _____

CAO _____ Risk Management _____

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

Auditor; CAO; Risk; GSA

FOR CLERK USE ONLY

Meeting Date

6/30/15

Time

Item #

4a

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on

A new ATF is required from

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

MGT

OF AMERICA, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between County of Amador (the County), and MGT of America, Inc. (the Consultant).

- A. Engagement: The County agrees to engage the Consultant to perform the services described below, the project described as **Cost Allocation Plan preparation services.**
- B. Services: The Consultant agrees to perform certain services necessary for the completion and submission to the State Controller of the County Cost Allocation Plan (allocating the costs of providing County services) for fiscal year 2016-2017, which services shall include the following:
 - 1. Gathering of necessary financial, statistical and activity data
 - 2. Completion of the Cost Allocation Plan based on 2014-2015 actual costs
 - 3. Submission to the State Controller
- C. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the County.
- D. Compensation Amounts and Terms: For services provided pursuant to this agreement, County shall pay the Consultant upon receipt of invoice 95% of the fixed fee of six thousand eight hundred fifty dollars (\$6,850) after the Cost Allocation Plan is submitted to the State. The final 5% of the fixed fee of six thousand eight hundred fifty dollars (\$6,850) shall be due to the Consultant after the Cost Allocation plan is approved by the State.
- E. Term: The term of this agreement shall commence on July 1, 2015, and conclude June 30th 2016 or the date, upon which final approval from the State is received, which ever is later.
 - 1. Renewal Period - The terms of this agreement may be renewed for two additional fiscal years, at the County's option. The additional terms of services would be from July 1, 2016 to June 30th, 2017 and July 1, 2017 to June 30, 2018
- F. Consultant Responsibility: The Consultant shall assist in directing County staff in data and documentation necessary to complete the cost allocation plan. Consultant shall complete cost allocation plan and file the plan with the State by the December 31st 2015 deadline.
- G. County Responsibility: The County shall supply, with guidance from the Consultant, all necessary financial, statistical and activity data required to complete the cost plan. Consultant shall assume all data so supplied by the County is accurate and, if supplied no later than thirty (30) days prior to the deadline for submission to the State Controller stated in Section F herein, shall file the cost plan in a timely manner.

- H. **Consultant Liability:** The Consultant shall not be responsible for the cost allocation plan as a result of inadequate data provided by the County, i.e., inaccurate, incomplete, or untimely data. Any subsequent disallowance of funds paid to the County as a result of the cost plan prepared pursuant to this Agreement, is the sole responsibility of the County.

Consultant shall indemnify and hold harmless County from any and all claims, demands, actions, liability or loss which may arise for or be incurred as a result of the negligent performance of this Agreement by Consultant. The Consultant's total liability under this Agreement shall not exceed the compensation received by the Consultant pursuant to the terms of this Agreement.

If the cost plan is audited, Consultant shall make all work papers available to those persons conducting the audit and shall additionally provide a maximum of two hours of consultation with the State and/or County.

- I. **Insurance:** Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

1. **General Liability.** Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability Insurance.** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

3. **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

Any failure of Consultant to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement. Certificates evidencing the issuance of the aforementioned insurance shall be filed with the County within ten (10) days after the date of execution of this Agreement.

J. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to a prorated amount of the total amount due under the Agreement as compensation for professional fees and expense reimbursement to be commensurate with and calculated according to the extent the plan has been completed at the date of termination and for any work necessitated by that termination.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: June 15, 2015

MGT of America, Inc.

By: 

Name: J. Bradley Burgess

Title: Partner

2251 Harvard St., Suite 134
Sacramento, CA 95815

Dated: _____, 2015

County of Amador

By: _____

Name: _____

Title: _____

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>6-30-15</u>
<i>Special Mtg.</i>

To: Board of Supervisors
 Date: 06/23/2015

From: Tacy Oneto Rouen Phone Ext. 363
 (Department Head - please type)

Department Head Signature Tacy Oneto Rouen

Agenda Title: MGT of America, Inc. - Contract for Services to Prepare & File Eligible SB 90 Claims

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Please see attached "Contract for Services By and Between County of Amador and MGT of America, Inc." This contract is regarding the preparation and filing of eligible SB 90 claims which are due on February 16, 2016. There are two signed copies of the contract enclosed.

Recommendation: Approve "Contract for Services By and Between County of Amador and MGT of America, Inc. for services to prepare and file eligible SB 90 Claims.

Recommendation/Requested Action:
 See above.

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
Budgeted	N/A

Is a 4/5ths vote required? Yes <input type="radio"/> No <input type="radio"/>	Contract Attached: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Resolution Attached: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Ordinance Attached: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Comments: _____
Committee Review? Name _____ N/A <input type="checkbox"/> Committee Recommendation: _____	

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date 6/30/15 Time _____ Item # 4b

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

CONTRACT FOR SERVICES

By and Between
County of Amador
and
MGT of America, Inc.

This agreement is made and entered into this _____ day of _____ 2015 by County of Amador, hereinafter referred to as "County", and MGT of America, Inc., hereinafter referred to as "MGT".

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

I. SERVICES

Specific scope of services are as follows:

- a. Prepare and file eligible SB 90 claims for annual claims due on February 16, 2016. Claims must exceed \$1,000 to be eligible to file with the State.
- b. Prepare and file eligible SB 90 claims for all new, or first-time mandates, which have claiming instructions issued by the State Controller's office during the State's 2014-2015 fiscal year. Claims must exceed \$1,000 to be eligible to file with the State.
- c. Prepare indirect cost rate proposals to accompany all claims if the resulting rate is above 10%.
- d. Provide information to the County about new claiming opportunities in a timely manner.
- e. Provide liaison services between the County and the State Controller for all claims filed by MGT that are contested by the State Controller either through desk review or field audit.
- f. Assist with payment tracking and SB 90 claim tracking and coordination.

II. TIMETABLE

a) Initial Term

It is anticipated that all work will commence on July 1, 2015 and will be completed by June 30, 2016, at which time, the County will be able to renew this agreement for two additional fiscal years, 2015-2016 and 2016-17.

b) Renewal Period

The terms of this agreement may be renewed for two additional fiscal years, at the County's option. The additional term of services would be from July 1, 2016 to June 30th, 2017 as well as outlined in Section III Payment for July 1, 2015 to June 30th, 2016. Pricing would be the same as for Services items 1(a) through (f). The fiscal years in item 1(b) are 2015-2016 and 2016-2017 during the renewal periods.

III. PAYMENT

In consideration for the services rendered by MGT pursuant to this agreement, County agrees to pay MGT upon completion of the following:

Fixed Fee Claiming Services

In consideration for services provided pursuant to Services 1 (a) through (f) of this agreement, the County shall pay MGT a fixed fee of \$10,950 for the fiscal year payable in two installments. 50% invoiced on Aug 1, 2015 then the remaining 50% invoiced on January 1, 2016. Renewal years would follow the same schedule.

IV. COUNTY RESPONSIBILITY

- a. Furnish Consultant with all available and necessary information, data, worksheets, and documentation necessary for Consultant to perform the services hereunder in a timely fashion. Consultant shall assume all data is accurate and, if supplied in a timely manner, will file the claims in a timely manner.
- b. Cooperate with Consultant in carrying out the work herein.
- c. Provide adequate staff for liaison with the Consultant for each affected department.
- d. Develop and maintain source documentation sufficient to support SB 90 claims that are filed with the State for a period of at least three (3) years after the last date of claim payment or filing.

V. CONSULTANT LIABILITY

The Consultant will assume all data supplied by the County is accurate and correct. Any subsequent disallowance of funds paid to the County pursuant to the SB 90 claims filed under this agreement is the sole responsibility of the County. In any event, the Consultant's total liability under this agreement shall not exceed the compensation received by the Consultant for work pursuant to this agreement.

VI. MODIFICATION

The County and MGT may, by mutual agreement, modify this Contract. Any modification must be in writing and must be signed by the Contractor's principal agent and the County's designate.

VII. GENERAL TERMS AND CONDITIONS

No alteration or variation of this Contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

The parties hereby agree that no person shall, on the grounds of race, color, creed national origin, religion, disability, or sex, be excluded from or denied participation in,

or otherwise subjected to discrimination under any activity performed pursuant to this Contract.

VIII. CANCELLATION

The County and MGT shall have the right to terminate this Contract at any time before the date of completion: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, MGT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

IX. CONTRACTOR EMPLOYEES

In performance of this Contract, MGT and any agent or employee of the MGT shall act in an independent capacity and not as an officer or employee or agent of the County, nor shall any party be covered under the County's personnel rules and regulations. The County shall have no responsibility for deductions or contributions to Social Security, unemployment insurance, or any other benefits, nor shall income tax be withheld.

X. PROJECT MANAGER

Christine Reynolds of MGT shall act as Project Manager and shall serve as contact for the County. Contact information is as follows:

2251 Harvard Street, Suite 134
Sacramento, CA 95815
916.760.4424
christine_reynolds@mgtamer.com

XI. LEGAL REQUIREMENTS

It is agreed that for the duration of this agreement, MGT and County will comply with all applicable laws and regulations of the State of California, State of Florida and the federal government, including but not limited to, the Equal Employment Opportunity Act, the Occupational Safety and Health Act and audit requirements.

XII. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO COUNTY:

Ms. Tacy Oneto-Rouen
Auditor-Controller
County of Amador
810 Court Street
Jackson, CA 95642

TO CONSULTANT:

Mr. Brad Burgess,
Sr. Partner, Costing Services Practice
MGT of America
2251 Harvard Street, Suite 134
Sacramento, CA 95815

XIII. SIGNATURES & APPROVAL

COUNTY OF AMADOR

MGT OF AMERICA, INC.

Signature: _____

Signature:  _____

Name: _____

Name: J. Bradley Burgess

Title: _____

Title: Executive Vice President

Address: 810 Court Street
Jackson, CA 95642

Address: 2251 Harvard Street, Suite 134
Sacramento, CA 95815

Telephone: 209-223-6363

Telephone: 916-595-2646

FEID:

FEID: #59-1576733

Date: _____, 2015

Date: June 17, 2015

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/16/2015

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:	
<u>07/14/15</u>	

Agenda Title: NAMI-Amador and Amador County Behavioral Health 1st Amendment FY 2015-2016

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approval of this 1st Amendment with National Alliance on Mental Illness (NAMI)-Amador. NAMI will provide educational and support services for families of people and those with major mental illness. This service is funded by the Mental Health Services Act (MHSA)

This 1st Amendment changes the term and budget has increased by \$7000.00

Recommendation/Requested Action:

Approval of the 1st Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

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

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

FOR CLERK USE ONLY

Meeting Date

6/30/15

Time _____

Item #

4c

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

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

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2015 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and NAMI (National Alliance on Mental Illness) Amador, a non-profit 501 c

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 24, 2014, whereby Contractor agreed to provide educational and support services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2016.

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

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

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

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

COUNTY OF AMADOR

Contractor NAMI (National Alliance on
Mental Illness) Amador, a non-profit 501 c

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY: Kelly Trotter
Kelly Trotter
Federal I.D. No.: 87-0708427

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

SCOPE OF WORK
**National Alliance on Mental Illness (NAMI) Amador
Outreach & Support Groups**
FY 2015/16

Program Description

The National Alliance on Mental Illness (NAMI) is the largest grassroots mental health organization in the U.S. NAMI advocates for access to services, treatment, supports and research. For this program, NAMI Amador will provide outreach, engagement, and education for Amador County Behavioral Health Services and will provide education and support to the community in the form of four support groups: Family to Family, Peer to Peer, Family Support, and Connections Recovery.

The Family to Family (F2F) Education Program

This is a 12 week, 30 hour series of classes taught by trained family members. In 2012, NAMI began to allow the course to be taught in a two-class per meeting all day Saturday pattern, so the class completes in six weeks. It is appropriate for family members of consumers of all age groups within the definitions of the Mental Health Services Act. In the course families learn:

- About medications, brain biology, diagnoses of mental illness, rehabilitation and recovery.
- How to deal with devastating situations that arise because of the illness.
- Problem-solving, communications skills to be more effective with loved one and reduce stress.
- How to share feelings in a supportive environment and learn how to advocate and reduce stigma. They can become educators about mental illnesses in Amador County.
- How to become resources for other families who have family members with mental illness.

The program coordinator and program assistant will do an extensive program of outreach to identify people in the community who will benefit from the program (typically ranging from those in their late 20's and early 30's to parents and grandparents in their 60's and 70's). Participants will be carefully screened so that there are few dropouts and all participants receive the full benefits of the class. Attendance ranges from 5 to 20 people. This class will be provided once a year.

The Peer to Peer (P2P) Education Program

Peer-to-Peer consists of ten two-hour units and will be taught by a team of two trained Mentors and a volunteer support person, all of whom are personally experienced at living well with mental illness. Mentors are trained in an intensive three-day session and are supplied with teaching manuals. NAMI will compensate them for their time. Participants in this free program are individuals coping with mental illness (typically ranging from 18 to 60 years of age). Materials are appropriate for transition-age youth (18 and over) and adult age groups. This course is now offered two times per year. Graduates receive support, new connections as well as many other tangible resources:

- An advance directive; a "relapse prevention plan" to help identify tell-tale feelings, thoughts, behavior, or events that may warn of impending relapse and to organize for intervention;
- Mindfulness exercises to help focus and calm thinking;
- Survival skills for working with providers and the general public.

The Peer Programs coordinator does an extensive program of outreach and screening to identify appropriate participants.

The Family Support Group

The model used in this group offers a set of key structures and group processes for trained facilitators to use. These structures come with clear guidelines to follow, and they encourage full group participation in meetings. These are problem-solving groups, primarily for family members and caretakers and they meet once a month throughout the year. The goals of the group are to provide resources, reading materials, strategies and understanding for families learning to be more effective with their ill family member.

Attendance ranges from 5-6 to an average of 11-12 attendees each month. Phone support and consultation will be offered to family members as well as to the general public. NAMI member phone volunteers will go through a short training to answer basic questions. NAMI intends to train at least two more members so there will be a total of four or five trained members.

Connection Recovery Support Group

This is a fairly new NAMI-developed peer-led recovery support group program for adults living with mental illness that is expanding in communities throughout the country. These groups provide a place that offers respect, understanding, encouragement and hope. NAMI Connection groups offer a casual and relaxed approach to sharing the challenges and successes of coping with mental illness. Groups meet weekly for 90 minutes, are free of charge, and follow a flexible structure. All groups are confidential, as with other NAMI education and support programs.

Participants will be screened via telephone, which requires significant time in addition to providing phone support to members of the public. Facilitators are trained by NAMI and must have a significant skill level and good understanding of mental illness. Two facilitators will co-lead the group and will be compensated for time spent planning groups, researching materials, and meeting with the consultant. Paid consultation for this group is planned.

Peer Partner Program

In order to increase system-wide capacity, access to services, and a seamless service experience, the Peer Partner Program offers funding to contractors such as NAMI to provide stipends to peers (those with similar experiences as others being served) in their system who support others in accessing needed services. With this funding NAMI shall provide stipends to consumers/family members who provide support, transportation, and/or assistance to other consumers/family members, including but not limited to: getting to doctor's appointments (physical and/or mental health), navigating the social service system, or helping with other processes that support overall emotional wellbeing of the consumer/family member involved. NAMI shall provide (or engage) training for the peer partner providing support regarding healthy boundaries, confidentiality, and safety, and screen for a criminal background. Preferred stipends are \$25.00 cards from a local grocer and/or gas station in exchange for each episode of support. Episodes of support shall be logged on the attached form and turned in quarterly.

Target Population

The target population for this program includes those with serious mental illness and/or emotional disturbance and their families, specifically:

- Transition Age Youth (Age 18-24)
- Adults (Age 25-59)
- Older Adults (60+)
- Veterans
- Single Parents
- Homeless

Program Objectives

1. Serve at least 55 adults age 18 and over through five (5) group offerings and outreach activities.
2. Provide five (5) groups as described above with a minimum of 4 attendees for each group.
3. Show increased knowledge of mental illness, greater acceptance of circumstances, improved problem-solving skills, and greater ability to advocate on behalf of group participants.
4. Make referrals to Amador County Behavioral Health Services and other resources as appropriate.
5. Provide and post information to reduce stigma and increase awareness regarding mental health.
6. Improve overall emotional wellbeing for group and individual participants in Amador County.
7. Track and measure services provided to participants each quarter using sign-in sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
8. Participate in local meetings, forums, and events to foster collaboration and community outreach.
9. Purchase and provide at least 15 stipends each quarter to trained peers who provide support to other peers in accessing needed services; log episodes of support on the attached form and submit quarterly.

Peer Partner Program Stipend Form

Date Support Provided: _____

Name of Person Receiving Support:

Name of Person Providing Support:

Type of Support Provided: _____

Signature to Verify Support Provided:

Signature Not Available:

How did the person receiving support benefit: _____

For Contractor Use Only:

Date Stipend Provided: _____

Staff Name Who Provided Stipend: _____

Staff Signature Who Provided Stipend: _____

Type of Stipend Provided: _____

Signature to Verify Receipt of Stipend: _____

ATTACHMENT B- Fee Schedule
National Alliance on Mental Illness (NAMI) Amador
Outreach & Support Groups
FY 2015/16

Program Budget	
Family to Family Education Program (2015/16)	
Program Coordinator stipend - 80 hours @ \$25 /hour	\$2000
Program assistants - 40 hours @ \$15/hour	\$600
Workbooks, handouts, supplies, books	\$800
Advertising, outreach	\$900
Mileage – 2 teachers, program coordinator, Program assistant @\$\$.50 /mile - one program	\$700
Subtotal	\$5,000
Peer to Peer Education Program (2015/16)	
Program Coordinator stipend - 80 hours @ \$25 /hour	\$2000
Consultation for mentors - 20 hours @ \$ 50 /hours	\$1000
Mentor Stipends (4)	\$2000
Workbooks, handouts, supplies	\$1300
Advertising, outreach	\$1500
Mileage – 4 teachers, program coordinator, program assistant, Supervisor @\$\$.50 /mile	\$2000
Transportation and lodging for P2P mentor training (1)	\$500
Subtotal	\$10,300
NAMI Family Support Group (12 months, monthly)	
Facilitator transportation to group, planning meetings	\$500
Mileage – 3 facilitators@\$\$.50 /mile X 12 months	
Materials, books, copying for attendees	\$600
Transportation and lodging for one person for Family Support Group training	\$700
Phone support for family members, caretakers, public - average 48 calls, 30 minutes per call @ \$25 /hour	\$600
Subtotal	\$2,400
Connection Recovery Support Group (12 mo, wkly)	
Facilitator, coordinator, supervisor transp to group, planning, Mileage – 2 facilitators@\$\$.50 /mile X 50 weeks	\$2000
Program Coordinator stipend – 40 hours @ \$25 /hr	\$1250
Supervisor for facilitators - 25 hours @ \$50 /hour	\$1000
Materials, books, copying for attendees	\$500
Advertising, outreach	\$550
Transportation and lodging for Connection training	\$700
Subtotal	\$6,000
Outreach & Engagement Activities	\$2,000
Peer Partner Stipends	\$2,000
Administration, Planning & Overhead	\$4,300
Total	\$32,000

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:	
07/14/2015	

To: Board of Supervisors

Date: June 16, 2015

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

Department Head Signature *James A. Foley*

Agenda Title: Amador Community College Foundation and Amador County Behavioral Health 2nd amendment FY 15-16

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the 2nd amendment with Amador community College Foundation to administer scholarship funding for students with a demonstrated financial need.

The updates are the term and scope of work and budget has increased by \$2000.00

Recommendation/Requested Action:
Approval of 2nd amendment

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

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____
 Auditor _____ GSA Director _____
 CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Please return two original 2nd amendments to Angie Grau in Behavioral Health

FOR CLERK USE ONLY

Meeting Date 6/30/15 Time _____ Item # 4d

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

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of _____, 2015 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") Amador Community College Foundation

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of September 12, 2013 whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of July 29, 2014.

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

NOW, THEREFORE, the parties agree as follows:

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effective through June 30, 2016.

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

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

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

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

COUNTY OF AMADOR

Amador County Community College
Foundation

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY: 
Paul Molinelli Jr., Chairman

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

Amador County Community College Foundation
Fiscal Year 2015-2016

ATTACHMENT A – SCOPE OF WORK

ACCF will provide:

1. Administration of scholarship funding for students that should have a demonstrated financial need and who are participating in the online Human Services Certificate offered by Coastline Community College, up to a maximum of \$22,000 annually (less an annual administration fee to cover indirect costs incurred by ACCF). “Demonstrated need” is defined as being extremely low to no income. Per HUD, “Extremely Low Income” in Amador County is defined as earning less than \$14,250 for a single person and \$20,300 for a family of four. Recipients must be residents of Amador County who desire to work in the public mental health field, with priority given to those who have personal, first-hand experience with mental illness, either as a client or family member of a client. Scholarships may be used for tuition, fees, and books in an amount not to exceed \$600 per student per year. Board of Governors Waivers should be pursued for all students with low to no income.
2. Once all eligible students have been funded as described above for the Human Services Certificate, remaining funds may be used for scholarships to assist students to obtain additional certificates and/or associate degrees that support Public Mental Health, including but not limited to: Human Services Associates Degree, Gerontology Certificate, Child Development Certificate, etc. once a Human Services Certificate has been obtained by those students. Students should have a demonstrated financial need and be participating in one of the certificate/degree programs specified above. “Demonstrated need” is as defined as being extremely low to no income. Per HUD, “Extremely Low Income” in Amador County is defined as earning less than \$14,250 for a single person and \$20,300 for a family of four. Recipients must be residents of Amador County who desire to work in the public mental health field, with priority given to those who have personal, first-hand experience with mental illness, either as a client or family member of a client. Scholarships may be used for tuition, fees, and books in an amount not to exceed \$600 per student per year. Board of Governors Waivers should be pursued for all students with low to no income. Any additional funds may be rolled over into the next fiscal year.
3. Eligible students may be advanced scholarship funds prior to each semester to cover fees, tuition, and books for that semester as long as they earn and maintain passing grades (at least a C or a Pass). Funds disbursed in advance will be payable to the educational institution (i.e. Coastline Community College). Should an eligible student fail a course he/she could still obtain scholarship funds for future semesters on a reimbursement basis with proof of a passing grade for each course and bona fide receipts from the institution showing payment.
4. One-on-one assistance with enrollment into Coastline Community College, registration into the appropriate courses, and mentoring/tutoring as needed.

5. Student use of computers, laptops, and other ACCF learning equipment and tools.
6. Student referrals to ACBHS for additional services and support as needed.
7. Coordination with ACBHS to identify opportunities and place students in internships, as needed.
8. Culturally competent, fully inclusive, and welcoming services to all students regardless of disability, race, religion, color, gender, sexual orientation, age, national origin, veteran status, or any other status or condition protected by law.
9. Minimal quarterly evaluations and reporting (a one page survey for participants, a one page survey for ACCF) as required by the Mental Health Services Act. A quarterly ledger of accounts report indicating number of scholarships received.
10. Attendance at ACBHS meetings as required.
11. In order to increase system-wide capacity, access to services, and a seamless service experience, the Peer Partner Program offers funding to contractors such as ACCF to provide stipends to peers/mentors (those with similar experiences as others being served) in their system who support others in accessing needed services (such as an education). With this funding ACCF shall provide stipends to student mentors who provide support and/or assistance to scholarship recipients in navigating the school or social service system, helping to succeed in school (such as through facilitating student cohort groups), and/or helping others connect to resources that support overall emotional wellbeing. ACCF shall provide training to the peer partner providing support regarding healthy boundaries, confidentiality, and safety (which may be included in curriculum), and screen for a criminal background. Preferred stipends are \$25.00 cards from a local grocer and/or gas station in exchange for each episode of support. Episodes of support shall be logged on the attached form and turned in quarterly. ACCF shall purchase and provide at least 15 stipends each quarter to trained mentors who provide support students; log episodes of support on the attached form, and submit quarterly.

ACBHS will provide:

1. Marketing and promotion of the online Human Services Certificate offered by Coastline Community College to the residents of Amador County who desire to work in the public mental health field, with priority given to those who have personal, first-hand experience with mental illness, either as a client or family member of a client.
2. Training, at no charge, for ACCF staff in a variety of mental health topics including: Mental Health First Aid, Applied Suicide Intervention Skills Training, SafeTALK, and others. (ACCF may provide stipends for these trainings as appropriate.)
3. Case management and additional clinical support for students who are also clients and/or family members of clients within ACBHS, as needed.
4. An internship site for students as appropriate. Assistance with identifying additional opportunities and placing students in internships outside of ACBHS for

the Human Services Certificate will also be provided as needed.

5. Culturally competent, fully inclusive, and welcoming services to all students regardless of disability, race, religion, color, gender, sexual orientation, age, national origin, veteran status, or any other status or condition protected by law.
6. Use of the Mental Health Services Act Training Room (adjacent to the ACCF Learning Center), for meetings, training, or tele-conferences (based on availability).
7. Hosting of meetings as required.

Peer Partner Program Stipend Form

Date Support Provided: _____

Name of Person Receiving Support:

Name of Person Providing Support:

Type of Support Provided: _____

Signature to Verify Support Provided:

Signature Not Available:

How did the person receiving support benefit: _____

For Contractor Use Only:

Date Stipend Provided: _____

Staff Name Who Provided Stipend: _____

Staff Signature Who Provided Stipend: _____

Type of Stipend Provided: _____

Signature to Verify Receipt of Stipend: _____

ATTACHMENT B

Amador County Community College Foundation
Fiscal Year 2015-2016

Amador County Behavioral Health shall pay Contractor \$22,000 scholarship funding for students with a demonstrated financial need who are participating in the online Human Services Certificate offered by Coastline Community College.

Scholarship funding shall not to exceed \$600.00 per Student per Fiscal Year.
Any remaining scholarship funding amount will roll-over to the next fiscal year.

Scholarship funding:

\$600.00 per Student x 20	\$12,000.00
School Supplies/Materials	\$1,000.00
Training Stipends	\$1,000.00
Peer Partner/Mentor Stipends.....	\$2,000.00
Staffing Costs	\$3,000.00
Indirect Costs	\$ 3,000.00
Total:.....	\$22,000.00

This contract shall not exceed Twenty Thousand Dollars \$22,000.00 per Fiscal Year 2015-2016.

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 06/23/2015

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

Phone Ext. 412

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

Meeting Date Requested:

07/14/2015

Department Head Signature *James A. Foley*

Agenda Title: Crestwood Behavioral Health and Amador County Behavioral Health 1st Amendment FY 2015-2016

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 1st Amendment with Crestwood Behavioral Health which provides long term psychiatric treatments services to Amador County Behavioral Health clients.

This Agreement changes the term and fee schedule, rates increased between \$6.50 and \$48.00 per day depending on type of room and board.

Recommendation/Requested Action:

Approval of 1st Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes No

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

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

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

Please return two original Amendments to Angie Grau in Behavioral Health

FOR CLERK USE ONLY

Meeting Date 6/30/15 Time _____ Item # 4e

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

Save

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2015 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, dba: American River Behavioral Health Center, a California corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 24, 2014, whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2016.

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

3. Page 10 of this Agreement shall be modified to include additional numbered items to be added under the paragraph titled 24. RETENTION OF RECORDS.

25. CERTIFICATION OF PROGRAM INTEGRITY. For each Medi-Cal beneficiary for who the Contractor is submitting a claim for reimbursement Contractor shall ensure the following:

25.1 Compliance with documentation standards requirements as per California Code of Regulations, Title 9

25.2 The Medi-Cal beneficiary was eligible to received Medi-Cal services at the time the services were provided to the Beneficiary.

25.3 The services included in the claim were actually provided to the beneficiary.

25.4 Contractor certifies that the following processes are in place.

25.4.1 Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with applicable Federal and State standards.

25.4.2 The designation of a compliance officer and a compliance committee that is accountable to senior management.

25.4.3 Effective training and education for the compliance officer and the organization's employees.

25.4.4 Enforcement of standards through well-publicized disciplinary guidelines.

25.4.5 Provisions for prompt response to detected offenses, and for development of corrective action initiatives relating to the provisions of mental health services.

25.4.6 Confirmation that subcontractors and all employees are not excluded from Medi-Cal and Medicaid participation.

25.5 Contractor attests that it has not current business or financial relationship with any County Employees that would conflict with this Agreement and will not enter into such business or financial relationships with any such employees during or following the period of this agreement.

26. Beneficiary Problem Resolution. Contractor agrees to provide Amador County Medi-Cal beneficiaries with the Amador County Informing Materials, which contains contact information, provider list and grievance forms, envelopes and brochures. Contractor also agrees to post this information where Medi-Cal beneficiaries can read them.

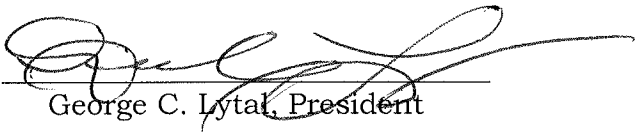
4. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

CONTRACTOR:
CRESTWOOD BEHAVIORAL HEALTH,
INC., a Delaware Corporation, dba:
American River Behavioral Health Center,
a California corporation (the "Contractor").

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY:  _____
George C. Lytal, President
Federal I.D. No.: 68-0399495

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

ATTACHMENT B- Fee Schedule

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

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

07/01/2015

TOTAL WITH ENHANCED SERVICES

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

IMD 18-64

BASIC ENHANCED TOTAL

CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING

192.10	20.00	212.10
192.10	40.00	232.10
192.10	50.00	242.10

TOTAL WITH ENHANCED SERVICES

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

in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64

STOCKTON			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	192.10	14.00	206.10
MODESTO				
			35.00	35.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	192.10	14.00	206.10
FREMONT GTC	NON MEDI CAL	222.79	118.00	340.79
	NEURO-BEHAV		118.00	118.00
	CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT		0.00	28.00	28.00
		0.00	50.00	50.00
			80.00	80.00
			118.00	118.00

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

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC			205.00
	SUB ACUTE			247.00

SAN JOSE		244.00
	PREGNANT	255.00
VALLEJO	LEVEL 1	302.00
	LEVEL 2	257.00
	LEVEL 3	228.00
	LEVEL 4	214.00
ANGWIN	LEVEL 1	293.00
	LEVEL 2	234.00
	LEVEL 3	190.00
BAKERSFIELD	LEVEL 1	247.00
	LEVEL 2	549.00
EUREKA		258.00
SAN DIEGO	LEVEL 1	362.00
	LEVEL 2	310.00
	LEVEL 3	259.00
	BED HOLD	254.00
BAYVIEW	LEVEL 1	350.00
	LEVEL 2	300.00
	LEVEL 3	250.00
	BED HOLD	245.00
KINGSBURG	LEVEL 1	350.00
	LEVEL 2	300.00
	LEVEL 3	250.00
	BED HOLD	245.00

The following rates include room and board, nursing care, special treatment program services,

activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO		778.68
SAN JOSE		914.00
	INDIGENT	1,018.00
SOLANO		805.00
KERN		892.00
AMERICAN RIVER		772.50

COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA)	RCFE	113.00
	PATHWAY	160.00
OUR HOUSE		105.00
BRIDGE(KERN)		168.00
AMERICAN RIVER RESIDENTIAL		110.00
PLEASANT HILL BRIDGE		110.00
PLEASANT HILL PATHWAYS		163.00
FRESNO		168.00

VALLEJO RCFE

115.00

GEROPSYCH 65+

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

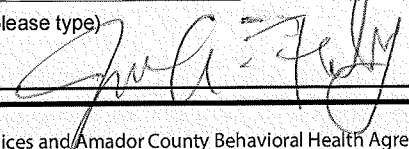
AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 06/23/2015

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

Phone Ext. 412

Department Head Signature 

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

Meeting Date Requested:
07/14/2015

Agenda Title: Sierra Child & Family Services and Amador County Behavioral Health Agreement for Fiscal Year 2015-2016

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 agreement for FY 15-16.

This contractor provides out-patient community based programs to emotionally disturbed girls and boys of Amador County.

This agreement changes the term and increases the rate by \$.05 per minute.

Recommendation/Requested Action:

Approval of the Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments: _____

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

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

Please return two original agreements to Angie Grau in Behavioral Health.

FOR CLERK USE ONLY

Meeting Date 6/30/15

Time _____

Item # 44

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 _____

ATTEST: _____

For meeting _____

Clerk or Deputy Board Clerk

of _____

Save

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and SIERRA CHILD AND FAMILY SERVICES, INC., a California corporation (the "Contractor").

RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing Specialty Mental Health services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide Specialty Mental Health Services to youth of Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall begin on July 1, 2015 and continue in effect through June 30, 2016. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.

5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

- 6.3 A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its

employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall review at least monthly, pursuant to (42 CFR 455.436), any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed

to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 or Risk@amadorgov.org as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital

status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.

Consultant acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment C**.

17. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified in this Agreement concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. § 164-502(e)(1)(ii)(A), Covered Entity and Contractor are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Health Services Department,
Behavioral Health Division
10877 Conductor Blvd, Suite 300, Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

18. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Sierra Child and Family Services
6692-B Merchandise Way
Diamond Springs, CA 95619

To County: Amador County Health Services Department
Behavioral Health Division
10877 Conductor Boulevard
Sutter Creek, CA 94685

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of

Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
25. CERTIFICATION OF PROGRAM INTEGRITY. For each Medi-Cal beneficiary for who the Contractor is submitting a claim for reimbursement Contractor shall ensure the following:
 - 25.1 Compliance with documentation standards requirements as per California Code of Regulations, Title 9
 - 25.2 The Medi-Cal beneficiary was eligible to received Medi-Cal services at the time the services were provided to the Beneficiary.
 - 25.3 The services included in the claim were actually provided to the beneficiary.
 - 25.4 Contractor certifies that the following processes are in place.
 - 25.4.1 Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with applicable Federal and State standards.
 - 25.4.2 The designation of a compliance officer and a compliance committee that is accountable to senior management.

25.4.3 Effective training and education for the compliance officer and the organization's employees.

25.4.4 Enforcement of standards through well-publicized disciplinary guidelines.

25.4.5 Provisions for prompt response to detected offenses, and for development of corrective action initiatives relating to the provisions of mental health services.

25.4.6 Confirmation that subcontractors and all employees are not excluded from Medi-Cal and Medicaid participation.

25.5 Contractor attests that it has not current business or financial relationship with any County Employees that would conflict with this Agreement and will not enter into such business or financial relationships with any such employees during or following the period of this agreement.

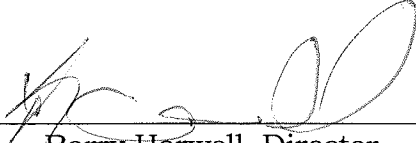
26. Beneficiary Problem Resolution. Contractor agrees to provide Amador County Medi-Cal beneficiaries with the Amador County Informing Materials, which contains contact information, provider list and grievance forms, envelopes and brochures. Contractor also agrees to post this information where Medi-Cal beneficiaries can read them.

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

COUNTY OF AMADOR

CONTRACTOR:
Sierra Child and Family Services, a
California 501 (c)(3) corporation

BY: _____
Brian Oneto
Board of Supervisors

BY:  _____
Barry Harwell, Director

Federal I.D. No.:68-0166134

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____

ATTACHMENT A – SCOPE OF WORK

Contractor agrees to furnish the personnel and equipment necessary to provide therapeutic treatment for clients on an "as requested" basis for the Health Services Department, Mental Health Division (MHD). All services provided by Contractor shall have prior written authorization by the County Health Services Director or the Director's designee.

Contractor shall provide the following services to clients referred by County:

1. Specialty Mental Health Services as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Section 1810.247.

Contractor shall provide quality care in a manner consistent with efficient, cost effective delivery of covered services.

Contractor shall provide covered services to a client in the same manner in which it provides said services to all other individuals receiving services from Contractor subject to any limitations contained in clients' treatment plans.

While County clients may be placed by the County in Contractor's facility, Contractor recognizes that County is under no obligation to place any client in Contractor's facility.

Contractor agrees to provide documentation or reports to County when requested to assure Contractor's compliance with contract terms.

Meetings. Contractor will participate in periodic meetings with the County MHD for the purpose of reviewing the implementation of the program under this contract and will at all times cooperate in making data and information on the implementation of this contract accessible to MHD.

Interpretation Services. To the extent that it may be needed, free interpretation services will be available via the interpretation agreement maintained by County for each client as may be needed, as a backup service. It is expected that Contractor will at all times have the internal capacity to provide the services called for in this agreement with personnel that have the requisite cultural/linguistic competence required to achieve the purposes of this agreement.

Reports and Data. Contractor shall collect and provide program implementation, financial, and related data and information on the activities conducted hereunder as may be requested by County. It is understood and agreed that County's access to, and Contractor's timely submission of program implementation, financial, and related data is an essential element of this agreement.

ATTACHMENT B – FEE SCHEDULE

(This Agreement shall not exceed Three Hundred Thousand Dollars \$300,000 for Fiscal Year 2015-2016)

Payment: COUNTY agrees to pay to CONTRACTOR, in arrears, the all-inclusive rate of (\$2.05) per minute for all dates of service including the date of discharge. CONTRACTOR shall submit bi-weekly to COUNTY, an invoice and supporting documentation identifying: beneficiary, service provider, type of service and requisite service code, date of service, time of day and length of time of services.

COUNTY shall pay CONTRACTOR at the established provisional rate within fourteen (14) days after the County Auditor's receipt of invoice for all services rendered.

ATTACHMENT C – ALCOHOL POLICY

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE
AND DRUG & ALCOHOL TESTING
POLICY ACKNOWLEDGEMENT FORM
FOR CONTRACTORS**

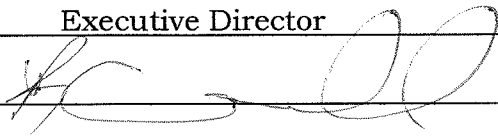
The undersigned, authorized signatory for Sierra Child and Family Services, a California 501(c)(3) corporation (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "C" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 68-0166134

Printed Name: Barry Harwell Date 6/17/15

Title: Executive Director

Signature: 

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2015, made and entered into by and between the County of Amador and Sierra Child and Family Services, a California 501(c)(3) corporation (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby Sierra Child and Family Services, a California 501(c)(3) corporation (the “Contractor”). (“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, HITECH regulations, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions.
 - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]

- b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103
- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
 - 2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose PHI to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

- (1) The disclosure is required by law; or
- (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
- (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be require by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware, including any breach as required in Section 164.410 or security incident. In such report, the Business Associate shall:

- A. Identify the nature of the unauthorized use or disclosure;
- B. Identify the PHI used or disclosed;
- C. Identify who made the unauthorized use or received the unauthorized disclosure;
- D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;
- E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
- F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI that is created, received, maintained or transmitted by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use

or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.

8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.

9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

11. Return or Destruction of PHI. Upon termination of the Agreement for any reason, the Business Associate shall:

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.


13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.

14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Behavioral Health
Department ("Covered Entity")

Sierra Child and Family Services, a
California 501(c)(3) corporation (Business
Associate")

By: 
James Foley
Director of Health & Human Services

By: 
Barry Harwell
Executive Director

Date: 6/24/15

Date: 6/17/15

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 06/23/2015

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

Phone Ext. 412

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

Meeting Date Requested:

07/14/2015

Department Head Signature 

Agenda Title: California Locums P.C. and Amador County Behavioral Health Agreement, FY 15-16

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the Agreement with California Locum, P.C. This service provides temporary psychiatric coverage, if needed, for Amador County Behavioral Health clients.

This agreement changes the term.

Recommendation/Requested Action:

Approval of the agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

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

Please return two original Agreements to Angie Grau in Behavioral Health.

FOR CLERK USE ONLY

Meeting Date 6/30/15 Time _____ Item # 4C

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____
Clerk or Deputy Board Clerk

Save

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement For Independent Contractor Services (the “Agreement”) is made and entered into as of _____, _____ by and between the County of Amador, a political subdivision of the State of California (“County”) and CALIFORNIA LOCUMS, P.C., a California corporation; formerly known as LocumTenens.com, LLC, a Georgia limited liability company, (“Contractor”)

Recitals

WHEREAS, the County has the need for temporary psychiatric coverage through the use of locum tenens; and

WHEREAS, the County has a need for locating the physicians who work as locum tenens;

WHEREAS, the Contractor is specially trained, experienced in searching for and furnishing psychiatrists who act as locum tenens and Contractor has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Contractor will provide all equipment, supplies and personnel to provide locum tenens or permanent psychiatrists (the “Work”). The Work is more particularly described on Exhibit A attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).

1.2 Federal managed care regulations require County to provide certain documents to all Medi-Cal beneficiaries that access services for the first time. Required documents include without limitation a directory of County’s contracted providers, information regarding advance directives, information regarding protected health information and related HIPAA regulations, and beneficiary problem resolution process. Contractor shall distribute such information as is provided by County to Contractor as directed by County in compliance with these and other applicable regulations.

1.3 All documents, drawings and written work product prepared or produced by the

Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment and such other obligations of Contractor in connection with the services set forth in Exhibit A to pay for such services, labor, materials or equipment and other costs of the services set forth in Exhibit A. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business except to an affiliate, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Insurance

5.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

5.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit. This insurance requirement shall not apply to Contractor's agents, representatives, or subcontractors.

5.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers or employees utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury,

property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. This insurance requirement shall not apply to Contractor's agents, representatives, or subcontractors.

5.1.2.1 Evidence of Automobile Insurance by Locum Tenens Physicians. Locum tenens physicians referred to County shall be required to show proof of automobile liability insurance meeting or exceeding the minimum requirements for private vehicles set forth in California Insurance Code section 11580.1 prior to beginning any work under this Agreement.

5.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

5.1.4 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance for the locum tenens physicians with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Contractor's work under this Agreement.

5.2 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance naming the County, its elected and appointed officials, and employees as additional insureds regarding liability arising from or in connection with the sole negligence or willful misconduct of Contractor or Contractor's officers or employees regarding the performance or omission to perform any term or condition of this Agreement. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

5.3 The Contractor's insurance coverage shall be primary insurance regarding the County and County's elected and appointed officials and employees for liability arising solely from the negligent acts or omission of Contractor or Contractor's officers or employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance for liability arising solely from the negligent acts or omission of Contractor or Contractor's officers or employees.

5.4 Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to the County or its officers, officials, employees or volunteers.

5.5 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after ten (10) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

5.6 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

5.7 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.8 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

6. Defense and Indemnification

6.1 Contractor agrees to indemnify, defend (upon request of County) and hold harmless County, County's elected and appointed officials and employees from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees) (collectively "Claims"), arising out of a negligent or a wrongful act of Contractor or Contractor's officers and employees in the performance of this agreement.

6.2 Contractor's obligation to defend, indemnify and hold the County harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance. The indemnifying party shall have the sole discretion to defend and settle such claim

7. Status of Contractor

7.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

7.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

7.3 Except for the services provided by the locum tenens physicians, Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Except for the services provided by the locum tenens physicians, Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period that service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

7.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

7.4 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

7.5 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

7.7 Contractor is an independent contractor, and will not be employing the physicians, but will enter into independent contracts with the physicians to carry out the services

needed by County. The physicians will be independent contractors of Contractor. Thus, neither County nor Contractor make employee social security payments or purchase workers' compensation insurance, unemployment or health insurance for these independent contractor physicians placed by Contractor. Contractor warrants that these issues are adequately addressed in Contractor's contracts with physicians.

8. Records and Audit

8.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

8.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

9. Confidentiality and Information Security

The Contractor agrees to keep confidential all non-public, confidential information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided. As a Covered Entity, the Contractor shall adhere to the requirements identified in **Exhibit B** of this Agreement.

10. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Alcohol-Free and Drug-Free Work Place Policy.

Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/index.aspx?page=900&parent=11402>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as Exhibit C.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Amador
Health Services Department
Behavioral Health Department
10877 Conductor Blvd. Su. 300
Sutter Creek, CA 95685

To Contractor: CALIFORNIA LOCUMS, P.C., a California corporation; formerly known as LocumTenens.com, LLC, a Georgia limited liability company
2655 Northwinds Parkway
Alpharetta, GA 30009

With a copy to: Office of the County Counsel
Amador County
810 Court Street
Jackson, CA 95642

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Amador, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY:

CONTRACTOR:
CALIFORNIA LOCUMS, P.C., a California
professional corporation ("Contractor")

BY: _____

Brian Oneto Chairman,
Board of Supervisors

BY:  _____

KEVIN THILL
Vice President, Psychiatry

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

EXHIBIT A

A. SCOPE OF WORK

Contractor shall provide services under this Agreement as follows:

1. Use its best efforts to furnish physicians who meet County's requirements, and work schedule as stipulated by County, as requested.
2. Provide references, education, licensing, certificate of malpractice insurance, and credentialing information on each physician assigned. Compensate and coordinate efforts with credentialing agency, to ensure physician is credentialed prior to placement at County's facility. Failure of physician to obtain credentialing prior to placement may result in cancellation of assignment.
3. Verify or obtain California licensure as a physician and surgeon, Federal DEA number and National Provider Identifier (NPI), as necessary.
4. Provide local transportation and housing to physicians without assistance by County.
5. Contractor will only refer physicians whose performance shall not violate and shall be consistent with the County's Code of Ethics to include principles of confidentiality, responsibility towards clients, responsibility to County staff, principle of non-exploitation, and principle of quality service. Prior to assignment, physicians assigned by Contractor shall be expected to be familiar with the County Harassment Policy [No. 2-100] and Alcohol Free and Drug Free Workplace Policy [No. 2-300], a copy of which will be provided to Contractor.
6. Contractor understands that County may be provided physicians by more than one locum tenens company. County shall contract with and pay the company that presents a physician first. Contractor may be required to show evidence and/or documentation that the physician who is referred to County is aware that Contractor is the referring source.
7. Contractor shall be responsible for conducting reference, criminal and social security background checks on physicians prior to actual assignment at County. Background information will also include verification that physicians are not listed in any of the following:
 - 7.1 HHS Office of the Inspector General List of Excluded Individuals/Entities (LEIE) report reflecting individuals excluded from federal health care programs.
 - 7.2 Excluded Parties/Department List reflecting individuals debarred or excluded from participation in federal procurement and non-procurement programs.
 - 7.3 State Medi-Cal Suspended and Ineligible Provider List.

8. If requested by County, Contractor shall ensure physicians provide all documentation and certifications necessary to become an enrolled provider under the Federal Medicare program and all other payor sources of County, including, but not limited to, the CMS 8551 Application for Individual Health Care Practitioners and the CMS 855 R Application for Individual Health Care Practitioners to Reassign Medicare Benefits. Contractor's physician shall reassign all benefits received for services rendered to County's patients to County. Contractor shall notify County upon becoming aware of any change in provider status, including loss of federal provider status, exclusions by Medicare/Medicaid, or changes to income status.

9. If, in the sole discretion of County, any physician assigned by Contractor is incompetent, negligent, or has engaged in misconduct, County may require such physician to leave its premises and shall inform Contractor of this action immediately. County's obligation to compensate Contractor for said services shall be limited to the hours actually worked by the physician and County shall have no further obligation with respect to such assignment.

B. COMPENSATION

1. Contractor shall be compensated for the services at the following rate ranges which shall be negotiated between Contractor and County at the time a physician is presented under this Agreement as follows:

Specialty:	Psychiatry All Ages	Psychiatric Nurse Practitioner
Regular Rate Per Hour: All Inclusive	\$190-\$200	\$100-\$130
Overtime Rate (Hourly; applies when work week exceeds Forty (40) hours or for time worked while on beeper call)	\$195	\$180
Weekday On-Call	\$225	\$200
Weekend Day (24 hrs) / Holiday On-Call (All hours worked are considered overtime)	\$1000	\$800
Malpractice Hourly Rate	\$2.25	n/a
Per Diem (Per Booked Day):	\$50	n/a

2. The Weekend/Holiday On-call Rate includes up to two hours of rounds or clinic work to be performed by physician on each day of the weekend or holiday. Should rounds or clinic work take in excess of two hours to perform or the physician is called back to County's facility by County after rounds or clinic work, County will pay for the additional time at the Overtime Rate (applied in quarter hour increments).

3. LocumTenens.com will waive the permanent/recruitment fee if a locum tenens provider accepts a permanent position with County after a consecutive six (6) month period of providing locum tenens coverage. A Recruitment Fee of \$20,000 for any physician introduced by Contractor who accepts a permanent position with County within a six month period of the termination of the last day provider works in County's facility on a placement by Contractor. The Recruitment Fee shall be paid as follows: 25% the first day they work, the remainder after 30 days of work.
4. The total amount of Agreement shall not exceed \$250,000.00 during the term of this Agreement for Fiscal Year 2015-2016
5. Contractor shall periodically submit a written invoice identifying the name of the individual performing services, the date services were performed, a description of the services, and the total charge for the services.
6. In the event Contractor claims or receives payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

C. WARRANT

County represents and warrants that it is not under investigation, discipline or probation/restriction of any type by any State or Federal regulatory agency, including, but not limited to, HCFA or OIG.

D. FUNDING

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor except any amounts already owed and not yet paid. Contractor shall have no further obligation to County.

EXHIBIT B

Confidentiality and Information Security Provisions (For Temporary Health Providers)

Contractor's subcontractors and/or employees share protected health information with the County. Contractor agrees that its subcontractors and/or employees will comply with all applicable laws and regulations including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162, and 164) regarding the confidentiality and security of individually identifiable health information (IIHI). Without limiting the rights and remedies of County as set forth elsewhere, non-compliance of this provision will result in a breach of this agreement; and, County, at its option, may terminate this Agreement upon discovery of such breach.

EXHIBIT C

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY
AND DRUG & ALCOHOL TESTING POLICY FOR
FOR CONTRACTORS**

The undersigned, authorized signatory for CALIFORNIA LOCUMS, P.C., a California professional corporation (the "Contractor"), certifies as follows:


1. Contractor has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.

2. All of Contractor's officers, subcontractors, and agents who perform services pursuant to the Agreement to which this Exhibit "C" is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subcontractors, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Federal I.D. No.: 582535465

Printed Name: Kevin Thill

Signed:  _____

Date: 6/3/15

Title: Vice President Psychiatry

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: June 24, 2015

From: James Wegner
 (Department Head - please type)

Phone Ext. 515

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

Department Head Signature

Agenda Title: Aramark - Jail Meal Agreement Amendment #5

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The Amador County Sheriff's Office has contracted with Aramark for meal/food services in the Amador County Jail since 2008. This is an amendment requested by Aramark consistent with the agreement increasing food costs based upon the consumer price index.

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

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Slight increase in costs for inmate meals

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 6/30/15 Time _____ Item # 4h

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

Amendment No. 5 to Management Operating Agreement

THIS AMENDMENT NO. 5 is entered into this ____ day of _____, 2015 by and between the **County of Amador, California** ("County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("Contractor").

WITNESSETH:

WHEREAS, the County and Contractor did on July 22, 2008, enter into an Agreement for the management of the food service operation at the Amador County Jail; (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and,

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth, effective as of July 1, 2015.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.


1. **Price Adjustment:** In accordance with Exhibit B of the Agreement, the parties agree that the price per meal charged to the County by ARAMARK shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from July 1, 2015 through June 30, 2016 and shall supersede in all respects the price per meal set forth in the Agreement or in any other prior agreements between the parties.

2. Except as hereinabove provided, said Agreement is hereby in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

**County of Amador
State of California**

By: 

Mark R. Adams
Vice President, Finance

By: _____
Brian Oneto
Chairman, Board of Supervisors

By: _____
Martin A. Ryan
Sheriff

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

**Attachment A
Amador County, California
July 1, 2015 through June 30, 2016**

County shall pay Contractor the amount per meal as listed below plus applicable sales tax.

<u>Population*</u>	<u>Price per Meal</u>
Less than 80 Inmates	To be negotiated
80-99 Inmates	\$2.7398
100-119 Inmates	\$2.6435
120-139 Inmates	\$2.555
140-159 Inmates	\$2.194
160-179 Inmates	\$1.9692

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: June 24, 2015

From: James Wegner
(Department Head - please type)

Phone Ext. 515

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested: <u>06/30/15</u>	

Department Head Signature _____

Agenda Title: US Forest Service Agreement - Reclamation Services

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
This is an agreement between the United States Forest Service (USFS) and the Amador County Sheriff's Office to reimburse Amador County Sheriff's Deputies who may assist the USFS by services associated with security for USFS personnel participating in reclamation projects in the El Dorado National Forest within Amador County. The reimbursement amount shall not exceed \$10,588.80.

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

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

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"/>

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 06/30/15 Time _____ Item # 41

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



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

EXHIBIT C

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

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

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Amador County Sheriff's Office, hereinafter referred to as "ACSO," and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #13-LE-11051360-009 executed on October 1, 2012. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2014 and ending September 30, 2015.

Previous Year Carry-over: \$0.00
Current FY-15 Year Obligation: \$10,055.88
FY-2015 Total Annual Operating Plan: **10,055.88**

Title: Power Fire Fire-Shed Boundary Reclamation

I. GENERAL:

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

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
James Wegner Undersheriff, Amador County 700 Court Street Jackson, CA 95642-2130 Telephone: 209-223-6515 FAX: 209-223-1609 Email: jwegner@amador.gov.org	Gary Redman Captain, Amador County 700 Court Street Jackson, CA 95642-2130 Telephone: 209-223-6500 FAX: 209-223-1609 Email: gredman@amador.gov.org



Principle U.S. Forest Service Contacts:

U.S. Forest Service LEI Manager Contact	U.S. Forest Service Program Manager Contact
Francisco Aguilar, Patrol Captain Eldorado National Forest– LEI 100 Forni Road Placerville, CA 95667 Telephone: 530- 642-5130 FAX: 530-642-5197 Email: faguilar@fs.fed.us Camino ECC: 530-642-5170	Michael Valdes, Natural Resource Staff Officer Eldorado National Forest 100 Forni Road Placerville, CA 95667 Telephone: 530- 621-5255 FAX: 530-621-5297 Email: mvaldes@fs.fed.us
U.S. Forest Service Grants and Agreement Contact	
Geraldine C. Bordash (Gerri) Grants Management Specialist Pacific Southwest Region – AQM 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 E-mail: gbordash@fs.fed.us	

- B. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. The purpose of this operating plan is to document the cooperation between the parties to conduct reclamation operations of previously raided and abandoned marijuana cultivation sites in accordance with the hereby incorporated Operating and Financial Plan, attached as Attachment F.
- D. It is mutually beneficial for both parties to dismantle and conduct reclamation operations to provide for public safety and the safety of any person conducting work activities in the forest.
- E. It is also mutually beneficial for both agencies to prevent future incidents of marijuana cultivation, resource damage, watershed contamination, and to rehabilitate natural resources in the affected areas.
- F. Scope of Work (Attachment A)



II. RECLAMATION OPERATIONS - POWER FIRE FIRE-SHED BOUNDARY AREA

Pursuant to IV- I of Agreement No. 13-LE-11051360-009, the following is in support of operations to perform reclamation work on National Forest System lands suppressed by manufacturing and trafficking of controlled substances or that affects the administration of National Forest System lands due to the effects of marijuana cultivation. This operating plan emphasizes the removal of all infrastructure, trash, waste, and any other item(s) associated with the cultivation of marijuana with an added emphasis on identifying, apprehending and prosecuting suspects engaged in the cultivation or support of marijuana cultivation and/or participation in the marijuana grow site activities:

A. The *U.S. Forest Service* agrees to:

- a. The responsibility for providing public safety and employee safety on National Forest System lands.
- b. The responsibility for the management and resource protection of National Forest System lands, including reclamation operations of previously raided or abandoned marijuana cultivation sites.

c. RECLAMATION OPERATIONS

1. Develop the Law Enforcement plan with the local law enforcement partners
2. Coordinate with Forest Service Fire and Resource Advisors
3. Complete a LE Operating Plans – (Attachment B)
4. Complete a Project Aviation Safety Plan – PASP (Attachment C)
5. Complete an Assessment and Mitigation of LEI – Reconnaissance and Detection (Attachment D)
6. Share the LEI Short Haul Risk Assessment (Attachment E) for the operation
7. Perform a safety briefing before commencement of the operation utilizing the LE Operation Plan.
8. Perform a safety briefing before commencement of flights or short haul work utilizing the PASP and Reconnaissance and Detection forms.
9. Perform a general tailgate safety meeting just prior to commencement of all operations.
10. Reporting the identified contaminated and non-contaminated waste materials to the Regional Office Hazmat Safety Officer. Reporting will be done by the Patrol Captain within the next business day after operation concludes.
11. The Regional Office Hazmat Safety Officer being responsible for all hazmat responses.
12. Supply their own agency's reclamation tools for agency personnel.



B. ACSO agrees to:

- a. Assist, upon availability, with reclamation operations of previously raided or abandoned marijuana cultivation sites providing security and assistance to the reclamation process.
- b. The responsibility for providing public safety
- c. The responsibility to deter future marijuana cultivation activities within Amador County.
- d. RECLAMATION ASSISTANCE
 - 1. Perform reconnaissance of previously raided and abandoned marijuana cultivation sites
 - 2. Perform reconnaissance for new reclamation sites
 - 3. Be site security during reclamation operations
 - 4. Dismantle marijuana cultivation sites
 - 5. Remove pesticides, irrigation hose, cisterns, dams and trash
 - 6. Remove all cultivation infrastructure
 - 7. Collect indicia for latter identification
 - 8. Remove anything else associated with the marijuana cultivation site
 - 9. Furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II** of this Operating and Financial Plan to the affected forest's Patrol Captain for review and processing.
 - 10. Supply their own agency's reclamation tools for agency personnel.

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

- 1. The following rate schedule will apply to all expenditures that may be reimbursed to ACSO under this Reclamation Operating Plan:

Salary	\$502.79 per day,
--------	-------------------

- 2. The total expenditures of ACSO that may be reimbursed may not exceed.....**\$10,055.80**

D. The *U.S. Forest Service* and ACSO mutually agree any remaining funding in this Reclamation Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement on another Reclamation Annual Operating Plan, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-V.*

E. Funding is allocated as follows:

Eldorado National Forest.....	\$10,055.80
-------------------------------	-------------

ACSO may NOT change this allocation without prior written approval of the



U.S. Forest Service.

Total allocation for Reclamation Activities shall not exceed:.....\$10,055.80

III. EQUIPMENT AND SUPPLIES:

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

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

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

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

IV. SPECIAL ENFORCEMENT SITUATIONS:

Special Enforcement Situation – Power Fire Fire-Shed Boundary Reclamation of Marijuana Cultivation Sites on National Forest System lands - Historic and current marijuana cultivation activities have adversely affected the landscape, and watersheds. The marijuana cultivation sites pose a serious concern for public safety within the Power Fire fire-shed boundary. The U.S. Forest Service has administrative responsibilities with regard to reclamation of previously raided or abandoned marijuana cultivation sites within the Power Fire fire-shed boundary. Reclamation operations are post marijuana cultivation site activity that has already been addressed and eradicated. Reclamation assists in the repair and restoration of National Forest System lands and deters future cultivation activity, therefore making it safer for forest visitors. This Reclamation Annual Operating Plan will help facilitate protocols with regard to law enforcement reclamation operations between the ACSO and the U.S. Forest Service.

- A. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Reclamation Annual Operating Plan. The designated representative will then notify **ASCO** whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Reclamation Annual Operating Plan.
- B. Special Enforcement Situation - This includes but is not limited to situations which are normally unanticipated or which typically include very short notice such as newly identify and discovered marijuana cultivation sites.



V. BILLING FREQUENCY:

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

ASCO will furnish *monthly itemized statements* of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II B, III of this Plan. Attachment G, Law Enforcement Billing Summary, Reclamation Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements to:
 Eldorado National Forest
 ATTN: Michael Valdez – Natural Resources Staff Officer
 100 Forni Road
 Placerville, CA 95667
- b. Final billings for reimbursement must be received by the Forest Service before December 31, 2015.
- c. Annually update the SAMS registration of the County Sheriff’s DUNS# for the verification of the EFT (Electronic Funds Transfer) banking information.

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

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this operating plan.

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

Attest:
Clerk of the Board of Supervisors
Amador County

Date

Chair,
Board of Supervisors
Amador County

Date



MARTIN A. RYAN, Sheriff
Amador County

Date

LAURENCE CRABTREE, Forest Supervisor
U.S. Forest Service, Eldorado National Forest

Date

DON HOANG, Acting Special Agent in Charge
Us Forest Service, Pacific Southwest Region

Date

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

06/08/2015
Date

GERALDINE C. BORDASH
Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Job Code: CFRI1513 0503 \$10,055.80

Burden Statement

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

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

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

Scope of Work
Amador County Sheriff's Office Agreement
Attachment A

Since 2014 Forest Service Law Enforcement and Investigations on the Eldorado National Forest has conducted reclamation operations of previously raided and abandoned marijuana cultivation sites within the Power Fire shed boundary. Reclamation operations are detailed with complex planning, preparation and are also labor intensive.

Planning and preparation includes, but is not limited to:

- Law Enforcement planning with local law enforcement partners
- Coordination with Forest Service Fire and Resource Advisors
- Aviation Operating Plans
- LE Operating Plans
- Operating plans for proper disposal of contaminated and non-contaminated waste materials
- Overall safety planning

Forest Supervisor Laurence Crabtree has expressed the need to set aside funding from the Power Fire settlement to reimburse Amador County Sheriff's Department for manpower provided during reclamation operations. The assistance provided is needed to help augment Forest Service Law Enforcement presence to provide for the safety of non-law enforcement personnel assisting with reclamation operations.

There are instances that require Forest Service law enforcement to conduct every aspect pertaining to reclamation operations, due to safety concerns for non-law enforcement personnel. This is when the assistance of local law enforcement agencies, such as the Amador County Sheriff's Department, is really needed.

The Amador County Sheriff's Office will assist with the following:

- Reconnaissance of previously raided and abandoned marijuana cultivation sites
- Reconnaissance for new reclamation sites
- Site security during reclamation operations
- Dismantling of marijuana cultivation sites
- Removal of pesticides, irrigation hose, cisterns, dams and trash
- Removal of cultivation infrastructure
- And removal of anything else associated with marijuana cultivation sites

It is mutually beneficial for both parties to conduct reclamation operations to prevent future incidents of marijuana cultivation. Reclamation efforts benefit public safety concerns and helps meet U.S. Forest Service goals to rehabilitate natural resources in affected areas.



**U.S. FOREST SERVICE
LAW ENFORCEMENT & INVESTIGATIONS
USDA FOREST SERVICE OPERATIONAL PLAN**

(Reference FSH 5309.11, Chapter 10)



REGION/ FOREST		CASE NUMBER			
CASE AGENT/OFFICER IN CHARGE					
BRIEFING LOCATION				BRIEFING DATE AND TIME	
OPERATION DATE			OPERATION TIME		
TYPE OF OPERATION					
UNDERCOVER BUY	ARREST WARRANT	SEARCH WARRANT	VEHICLE STOP	CONTROLLED SUBSTANCE	OTHER
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REMARKS/COMMENTS					
TARGET LOCATION					
ADDRESS				TELEPHONE NUMBER	
DESCRIPTION					

USDA FOREST SERVICE		
OPERATIONAL PLAN – SUSPECT INFORMATION		
SUSPECT'S NAME	HOME ADDRESS	HOME TELEPHONE
RACE/SEX	WORK ADDRESS	WORK TELEPHONE
DATE OF BIRTH	SOCIAL SECURITY NUMBER	DRIVER'S LICENSE/STATE
SUSPECT(S) KNOWN TO BE ARMED: <input type="checkbox"/> YES, <input type="checkbox"/> NO		PHOTOGRAPHS ATTACHED: <input type="checkbox"/> YES, <input type="checkbox"/> NO
DESCRIPTION/CHARACTERISTICS (SCARS, MARKS, TATTOOS, ETC.):		
CRIMINAL HISTORY (ARRESTS AND CONVICTIONS):		
SPECIALIZED TRAINING (I.E., MILITARY, POLICE, MARTIAL ARTS, ETC.):		
OTHER NAMES / ALIASES / ADDRESSES USED:		
ADDITIONAL INFORMATION (INCLUDE TYPE(S) OF WEAPON(S), ETC.):		
RELATIVE (NAME/RELATIONSHIP)	ADDRESS	HOME TELEPHONE
SUSPECT VEHICLES (YEAR, MAKE, MODEL, COLOR, LICENSE, STATE, ETC.)		
1.		
2.		
3.		

USDA FOREST SERVICE	
OPERATIONAL PLAN – OTHER SUSPECTS / ASSOCIATES	
NAMES	
RELATIONSHIP	
WEAPONS / PRIOR HISTORY	
VEHICLE DESCRIPTION	
OTHER INFORMATION	
SIGNALS/CODE WORDS	
PRIMARY TAKE-DOWN (AUDIBLE):	
SECONDARY TAKE-DOWN (VISUAL):	
TROUBLE / RIP OFF (AUDIBLE):	
TROUBLE / RIP OFF (VISUAL):	
EMERGENCY – TERMINATE AND LEAVE NOW:	
PAGER SIGNAL:	
CELLULAR PHONE SIGNAL:	
COMMENTS:	

USDA FOREST SERVICE

**OPERATIONAL PLAN - CASE BACKGROUND / OBJECTIVES
(NARRATIVE)**

USDA FOREST SERVICE					
OPERATIONAL PLAN - PERSONNEL AND ASSIGNMENTS					
NAME	RADIO CHANNEL	VEHICLE	CALL SIGN	ASSIGNMENT	EQUIPMENT
OTHER AGENCY PERSONNEL					

USDA FOREST SERVICE SPECIFIC TEAM INSTRUCTIONS	
OVERHEAD / COMMAND TEAM:	
SURVEILLANCE TEAM:	
VEHICLE / TRANSPORTATION TEAM:	
APPROACH / KNOCK AND ANNOUNCEMENT / BREACHING TEAM:	
SEARCH TEAM / METHOD:	
RENDEZVOUS SITE:	
EVIDENCE COLLECTION / PHOTOGRAPHY:	
ADDITIONAL TEAMS:	
COMMUNICATIONS TEAM:	

USDA FOREST SERVICE
OPERATIONAL PLAN – CONTINGENCY / ABORT PLANS

Use of Force Policies

Forest Service: Law enforcement personnel may use the level of control, which is reasonably necessary to perform their duties. Escalation of force; Verbal, Physical Control, Aerosol, Impact and Firearms shall be as needed to control the subject. As the subject de-escalates in resistance, the officer shall similarly de-escalate. Deadly force shall be used only when necessary; that is: When the officer has reasonable belief that the subject of such force poses an imminent danger of death or serious injury to the officer or another person, or to prevent escape of a fleeing subject if there is probable cause to believe: The subject has committed a felony involving the infliction or threatened infliction of serious bodily injury or death; and the escape of the subject would pose an imminent danger of death or serious bodily injury to the officer or to another person. Warning shots shall not be fired.

Foot Pursuit Policy

The pursuit of a fleeing subject by officers on foot is inherently dangerous, requiring continuous situation reassessment, communication with supporting forces, and tactical planning. Officers must recognize that the fleeing subject is actively resisting arrest that the subject is fleeing because the subject does not want to be taken into custody, and that when apprehended, the subject in all probability would continue to resist arrest. The following guidelines should be used for engaging in foot pursuits:

- a) back-up for the officer is immediate and responding.
- b) The pursuing officer has either radio or verbal communications with other assisting officers.
- c) The pursuing officer can maintain visual contact with the subject at all times. If visual contact cannot be maintained sufficient to prevent an ambush, the foot pursuit should be terminated.
- d) The pursuing officer is able to maintain separation from the fleeing subject. If the subject stops, the officer should also stop and maintain a position of cover or concealment if possible.
- e) The pursuing officer should not make physical contact with the fleeing subject until:
- f) Back-up is present,
- g) The subject is physically unable to continue to resist, or
- h) In the opinion of the officer, the subject is fully submissive and offers no further resistance.

If during the course of the pursuit, any of the criteria described in the preceding paragraphs 1-5 are not present, the pursuit should be discontinued and a systematic search utilizing adequate resources should be initiated. If during the course of the pursuit, the subject ceases to flee and attempts to engage the officer, the officer may escalate to the appropriate level of force necessary.

Protective ballistic vests shall be worn during hazardous law enforcement operations such as raids, warrant service, high risk surveillance, large group event enforcement, or other tactical law enforcement operations, unless impractical due to field and/or operational conditions and that decision is documented by the operation/event supervisor. Documentation of the operation/event supervisor for not wearing ballistic vest: VESTS ARE OPTIONAL DURING GROW SITE RAIDS AND RECON MISSIONS DUE TO HEAT AND STRENUOUS ACTIVITY.

USDA FOREST SERVICE		
OPERATIONAL PLAN – EQUIPMENT CHECKLIST		
PERSONAL EQUIPMENT		
<input type="checkbox"/> DUTY WEAPON(S)	<input type="checkbox"/> BDUS/JACKET	<input type="checkbox"/> HANDCUFFS
<input type="checkbox"/> AMMUNITION	<input type="checkbox"/> HAT/HELMET	<input type="checkbox"/> SURGICAL GLOVES
<input type="checkbox"/> BATON	<input type="checkbox"/> RADIO/EAR PIECE	<input type="checkbox"/> GOGGLES
<input type="checkbox"/> O.C. SPRAY	<input type="checkbox"/> BINOCULARS	<input type="checkbox"/> BATTERIES
<input type="checkbox"/> BALLISTIC VEST	<input type="checkbox"/> FLASHLIGHT	<input type="checkbox"/> OTHER
SPECIAL EQUIPMENT		
<input type="checkbox"/> BODY BUNKER	<input type="checkbox"/> CHAINSAW	<input type="checkbox"/> BULL HORN
<input type="checkbox"/> RAM	<input type="checkbox"/> AR-15	<input type="checkbox"/> EVIDENCE KIT
<input type="checkbox"/> SLEDGE HAMMER	<input type="checkbox"/> SHOTGUN	<input type="checkbox"/> CAMERA / VIDEO CAMERA
<input type="checkbox"/> PICK / SHOVEL	<input type="checkbox"/> ,308 RIFLE	<input type="checkbox"/> NIGHT VISION
<input type="checkbox"/> PRY BAR	<input type="checkbox"/> OTHER WEAPON	<input type="checkbox"/> TRAUMA KIT
<input type="checkbox"/> HOOKS / CHAINS	<input type="checkbox"/> 37MM LAUNCHER	<input type="checkbox"/> CELLULAR PHONE
<input type="checkbox"/> LIGHTING EQUIPMENT	<input type="checkbox"/> CHEMICAL AGENTS	<input type="checkbox"/> FLASH ROLL
<input type="checkbox"/> BOLT CUTTERS	<input type="checkbox"/> DIVERSIONARY DEVICES	<input type="checkbox"/> STEP STOOL
<input type="checkbox"/> HYDRAULIC OPENER	<input type="checkbox"/> FIRE EXTINGUISHER	<input type="checkbox"/> LADDER
<input type="checkbox"/> MULTIPURPOSE SAW	<input type="checkbox"/> EXTENSION MIRROR	
<input type="checkbox"/> PROPS (SPECIFY):		
<input type="checkbox"/> OTHER (SPECIFY):		
<input type="checkbox"/> OTHER (SPECIFY)		
<input type="checkbox"/> OTHER (SPECIFY)		
COMMENTS:		

USDA FOREST SERVICE			
OPERATIONAL PLAN – EMERGENCY INFORMATION			
NEAREST HOSPITAL / TRAUMA CENTER	ADDRESS	EMERGENCY ROOM TELEPHONE NUMBER	
DIRECTIONS TO HOSPITAL / TRAUMA CENTER:			
TELEPHONE NUMBERS			
DEPARTMENTS	CONTACT PERSON	TELEPHONE NUMBER	
POLICE			
SWAT			
BOMB SQUAD			
FIRE			
EMS			
OTHER:			
UTILITIES	CONTACT PERSON	TELEPHONE NUMBER	
TELEPHONE SECURITY			
GAS			
WATER			
ELECTRIC			
OTHER			
EMERGENCY	HOME	CELLULAR	PAGER
AUSA			
SUPERVISOR			
CASE AGENT			
OTHER (NAME)	CELLULAR		PAGER

**USDA FOREST SERVICE
OPERATIONAL PLAN – STAGING AREA**

DATE:

TIME:

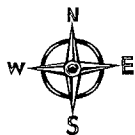
LOCATION:

DIRECTIONS:

INTELLIGENCE UPDATE / REMARKS

USDA FOREST SERVICE
OPERATIONAL PLAN – DIAGRAM OF LOCATION

USDA FOREST SERVICE



- FIREARMS / USE OF FORCE POLICY DISCUSSED
- CRISIS INCIDENT PLAN DISCUSSED

- AREA MAP ATTACHED
- PHOTOGRAPH ATTACHED
- PURSUIT POLICY DISCUSSED

PLAN PREPARED BY::

DATE

PLAN APPROVED BY::

DATE

PACIFIC SOUTHWEST - PROJECT AVIATION SAFETY PLAN (PASP)

**Attachment C
R5 Law Enforcement and Investigations**

Mission: TBA	Project Name: TBA	Unit: R5 LE&I	Fixed Wing <input type="checkbox"/> Rotor Wing <input checked="" type="checkbox"/>
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Anticipated Project Date(s): May 1st, 2015 thru May 1st, 2016

Project Plan Prepared by: Daniel Briot	Title: Aviation Manager	Date:
Project Plan Reviewed by: Lathan Sidebottom	Title: Aviation Manager	Date:
Project Plan Received by: N/A	Title: Forest Aviation Officer	Date:
Project Plan Reviewed by: N/A	Title: Forest Fire Management Officer	Date:
Project Plan Reviewed by: Sean Aidukas	Title: Regional Aviation Safety Mgr.	Date:
Project Plan Reviewed by: Jeff Power	Title: Regional Aviation Officer	Date:
Project Plan Approved by: Don Hoang (LE Line Officer)	Title: Special Agent in Charge	Date:

PROJECT DESCRIPTION/MISSION OBJECTIVES:

Law Enforcement and Investigations Operations:

The Pacific Southwest Region, LE&I, utilizes helicopters to accomplish law enforcement related operations that are in alignment with the agency's overall mission. LE&I aviation operations are primarily conducted in support of the enforcement, investigation and eradication of marijuana cultivation sites, however, other types of operations, such as origin & cause fire investigations, also require the use of aviation resources. These aviation resources are used to perform reconnaissance, short-haul operations, transportation of qualified personnel and military hoist operations.

GENERAL LOCATION/DESCRIPTION:

- Refer to Daily Flight Plan, LEI Operations Plan and Resource Order (A resource order will be generated when utilizing contracted aircraft)
- Provide description and attach map—map must include aerial hazards
- In all non-sensitive operations, LEI personnel will notify the local dispatch center and FAO in advance of the operation.

JUSTIFICATION FOR AIRCRAFT USE:

The purpose of this plan is to provide for the safe and efficient use and control of all aircraft in support of Law Enforcement and Investigations missions. These missions are conducted in accordance with the regulations outlined in the Pacific Southwest Region Aviation Management Plan, Aviation Risk Management Workbook, Interagency Helicopter Operations Guide (IHOG), Pacific Southwest Region Law Enforcement and Investigations Operation Plan, Law Enforcement and Investigations National Short-Haul Guide with Hoist Appendix, National Aviation Plan, FSM 5700 – Aviation Management and FSH 5309.11 – Law Enforcement Handbook, Chapter 50, Actions and Procedures for Aviation, section 52.

Locations identified in LEI operations plans pertaining to aerial reconnaissance are approximate areas and not always exact. The use of aircraft for reconnaissance greatly reduces the amount of time spent looking for target areas. Furthermore, these target areas tend to contain more than one area where criminal activity is being carried out. Search patterns by aircraft have been proven to reduce the cost and time spent by personnel to determine the exact locations for these crime areas.

LE&I operations are often conducted in very remote areas in rugged environments far from roads or trails. Hiking into these sites can take hours causing delays in mission accomplishment and can unnecessarily expose employees to hazardous conditions often associated with foot travel in rugged terrain. Additionally, most sites are known to contain several hundred pounds of marijuana, infrastructure, garbage and hazardous materials which must be removed to protect the public and natural resources. Helicopter short-haul/hoist operations, in conjunction with long-line operations, are the most efficient way to accomplish these tasks. Investigative sites that are located close to roads or have easy access are accessed on foot.

When available, LE&I operations utilize aircraft equipped with F.L.I.R. (Forward Looking Infrared) to locate suspects from the air thus saving officers from entering into a potentially deadly situation. This technology has increased safety for officers conducting law enforcement operations.

Overall, the utilization of aviation resources during law enforcement operations has greatly improved LE&I productivity and safety. In particular, the use of short-haul and hoist operations has greatly reduced exposure to officers throughout the region and has improved working relationships with LE&I cooperators.

AIRCRAFT INFORMATION		
Cooperator <input type="checkbox"/> / Agency <input type="checkbox"/> / Vendor <input type="checkbox"/> / Military /RAIDS <input type="checkbox"/> / Other <input type="checkbox"/> TBA – also see Flight Plan		
Type of Flight: TBA – also see Flight Plan		Desired Make/Model: TBA – also see Flight Plan
Vendor: TBA – also see Flight Plan	Phone: TBA	Cell: TBA
Aircraft N#: TBA – also see Flight Plan	Make & Model: TBA – also see Flight Plan	Aircraft Color: TBA – also see Flight Plan
Pilot Name: TBA – also see Flight Plan		Pilot Contact number: TBA – also see Flight Plan
Pilot Carded: <input type="checkbox"/> Yes <input type="checkbox"/> No ___ MOU Expiration Date: TBA		A/C Carded: <input type="checkbox"/> Yes <input type="checkbox"/> No ___ MOU Expiration Date: TBA
Type Procurement: TBA (may be N/A)		Charge Code: TBA (may be N/A)
Estimated Flight Hours: TBA – also see Flight Plan		Estimated Cost: TBA

SUPERVISION	
Project Aviation Manager: TBA – also see Flight Plan	Contact Number:
Forest/Unit Aviation Officer: TBA	Contact Number:

PARTICIPANTS- list individuals involved in flight(s)	
Name: TBA – also see Flight Plan/LEI Ops Plan	Project Role/Responsibility:
Name:	Project Role/Responsibility:
Name:	Project Role/Responsibility:
Name:	Project Role/Responsibility:
Name:	Project Role/Responsibility:
Name:	Project Role/Responsibility:

CARGO - TBA			
Weight:	Hazardous Materials <input type="checkbox"/> Yes <input type="checkbox"/> No	Pilot Briefed <input type="checkbox"/> Yes <input type="checkbox"/> No	
Weight:	Hazardous Materials <input type="checkbox"/> Yes <input type="checkbox"/> No	Pilot Briefed <input type="checkbox"/> Yes <input type="checkbox"/> No	

FLIGHT FOLLOWING - TBA – also see Flight Plan		
Flight Follow: <input type="checkbox"/> AFF <input type="checkbox"/> Radio (15 minute check in)	Request or Flight #: <input type="checkbox"/>	
FM Receive:	FM Transmit:	Tones:
FM Receive:	FM Transmit:	Tones:
FM Receive:	FM Transmit:	Tones:
AM Air to Air:	AM Unicom:	Other:

MILITARY TRAINING ROUTE (MTR) or MILITARY OPERATING AREA (MOA) INFORMATION -Aircraft Manager must confirm with dispatch prior to the flight that affected routes' schedules have been contacted for route activity					
MTR/ MOA	Route Legs-Altitude	Activity	Time		Time Zone
TBA (may be N/A)		<input type="checkbox"/> Hot <input type="checkbox"/> Cold	Start	Stop	<input type="checkbox"/> UTC <input type="checkbox"/> Local
		<input type="checkbox"/> Hot <input type="checkbox"/> Cold	Start	Stop	<input type="checkbox"/> UTC <input type="checkbox"/> Local

PERFORMANCE PLANNING

The Pilot is responsible for the accurate completion of load calculations and computing allowable payload utilizing proper performance charts (When using Military aircraft, use of the PPC is acceptable). The Helicopter Manager should participate in the completion of load calculations and is responsible for checking the load calculation to ensure accuracy and completeness. The Helicopter Manager is responsible for providing an accurate passenger/cargo manifest weight that does not exceed the allowable payload for current conditions. Aviation personnel should gain a basic knowledge of helicopter capabilities and limitations and are encouraged to engage the pilot as necessary.

During LE&I short-haul operations a Short-Haul Master will be present at all operations and will be responsible for accurate load weights for short-haul personnel. A minimum of two flight crew personnel are required to be present at all Forest Service LE&I short-haul operations.

PERSONAL PROTECTIVE EQUIPMENT

Type of Operation – check applicable boxes	Personnel Protective Equipment Requirements
<input type="checkbox"/> Rotor Wing Ground Operations	Fire resistant clothing, short-haul safety helmet w/chin strap or approved aviator flight helmet, fire resistant and/or leather gloves, all leather boots, eye protection, hearing protection.
<input type="checkbox"/> Rotor Wing	Fire resistant clothing, approved aviator flight helmet, fire and/ or leather gloves, all leather boots, hearing protection. Exemptions from PPE requirements will only be used in situations when the hazards on the ground (for example, from gunfire) are greater than those requiring the use of aviation PPE. (IHOG Chapter 16 sec IX and 5309.11, 52-12)
<input type="checkbox"/> Doors off Flight	Personnel will remain seated and inside fuselage during all flights, approved secondary restraint harness for doors off flights (only for PLDO, HRAP, HRSP, Aerial Photography, IR Operator, ACETA Gunner, Cargo Letdown)

SEARCH AND RESCUE – EMERGENCY RESPONSE

Crash/Search and Rescue Procedures:

- Contact Dispatch who will initiate the Interagency Aviation Incident/Accident Response Plan. This initiation includes accomplishing all emergency and administrative notifications.
- On-site emergency response will be handled by the aircraft personnel and other project personnel, and will comply with appropriate guides (examples: Interagency Helicopter Operations Guide (IHOG) or Forest's Aviation Incident/Accident Response Guide.

SPECIAL CONSIDERATIONS and JUSTIFICATIONS

*All deviations from established policy will be handled in accordance with agency procedures for such events. The SAFECOM system will be utilized for such instances when appropriate.

- Gunfire
- Hostage situations
- Life threatening medical evacuation (i.e. will not take time to provide PPE to victim/brief victim, heat stroke, etc.)
- Wildfire by suspects (emergency evacuation from area)
- Other immediate threats to life, or serious injuries.

- Suspect does not speak English and officer does not speak/read foreign language (suspect may not understand preflight briefing)
- Flying below 500 feet AGL for takeoff and landing only (flight below 500 feet AGL may be required for various missions in order to properly identify crime scene and or suspects)

Risk Assessment Matrix				
	Severity			
Likelihood	Negligible IV	Marginal III	Critical II	Catastrophic I
Frequent A				
Probable B				<i>High 4</i>
Occasional C			<i>Serious 3</i>	
Remote D		<i>Medium 2</i>		
Improbable E	<i>Low 1</i>			

Severity Scale Definitions		
Catastrophic	Results in fatalities and/or loss of the system.	
Critical	Severe injury and/or major system damage.	
Marginal	Severe injury and/or minor system damage.	
Negligible	Less than minor injury and/or less than minor system damage.	
Likelihood Scale Definitions		
Frequent	Individual Fleet	Likely to occur often. Continuously experienced
Probable	Individual Fleet	Will occur several times. Will occur often.
Occasional	Individual Fleet	Likely to occur sometimes. Will occur several times.
Remote	Individual Fleet	Unlikely to occur, but possible. Unlikely but can reasonably be expected to occur
Improbable	Individual Fleet	So unlikely, it can be assumed it will not occur. Unlikely to occur, but possible.

The below matrix is utilized for decision making during the operation period

Appropriate Management Level for Operational Risk Decisions		
Risk Level	Fire	Project
High	Incident Commander or Operations Sections Chief	Line Officer/Manager
Serious	Incident Commander or Operations Sections Chief	Line Officer/Manager
Medium	Air Operations Branch Director	Project Aviation Manager
Low	Base Manager	Helicopter or Flight Manager

All SMS Assessment and Mitigation Risk Sheets are attached

LEI – Reconnaissance and Detection	Mitigation for reconnaissance and detection missions performed by LEI
LEI – Short-Haul Eradication and Reclamation	Mitigation for Short-Haul operations, training, personnel, equipment and aircraft being conducted by LEI
LEI – Transport of External Loads	Mitigation for LEI external load missions normally conducted in conjunction with short-haul eradication and reclamation missions

AVIATION INFORMATION (From LEI Ops Plan)

Aircraft: YES <input type="checkbox"/> NO <input type="checkbox"/>		Short-Haul: YES <input type="checkbox"/> NO <input type="checkbox"/>	
Type of Flight:		Make/Model:	
Vendor:	Phone:	Aircraft N#	
Pilot Name:		Phone:	
Pilot Carded: <input type="checkbox"/> Yes <input type="checkbox"/> No ___ MOU		A/C Carded: <input type="checkbox"/> Yes <input type="checkbox"/> No ___ MOU	
Flight Following: ECC - USFS <input type="checkbox"/> County <input type="checkbox"/> Local <input type="checkbox"/>			

LE Project Aviation Manager:	Phone:
LE Short-Haul Master:	Phone:
Forest/Unit Aviation Officer:	Phone:

AVIATION RISK ASSESSMENT INFORMATION

<input type="checkbox"/> PPE Requirements or any special needs identified.	<input type="checkbox"/> Identified Flight Following Methods to be used	<input type="checkbox"/> Aerial hazards (Birds, towers, a/c)
<input type="checkbox"/> Loading/unloading	<input type="checkbox"/> Flight Route/water crossings	<input type="checkbox"/> Ground hazards: (snags, rotor clearance, rotor wash, footing)
<input type="checkbox"/> Load Calculation	<input type="checkbox"/> Landing area improved/unimproved	<input type="checkbox"/> Haz Mat Considerations
<input type="checkbox"/> Passenger Manifests	<input type="checkbox"/> Fueling Plan	<input type="checkbox"/> Emergency Evacuation Plan Closest Med. Facility
<input type="checkbox"/> Maps for project use	<input type="checkbox"/> Airspace consideration (FTA, MTR, other)	<input type="checkbox"/> Radio Use /Freqs. in area

Go-No-Go

- Aircraft Performance Aircraft can meet mission needs YES NO
- Flight Crew Performance (Personnel are trained, proficient, healthy and rested) YES NO
- Wx forecasts meets or exceeds mission minimums YES NO
- Communication / Flight Following In service and available YES NO
- Aerial / Ground hazards not previously identified have been documented and mitigated using risk assessment YES NO
- Daily Operational Risk Assessment is within mission risk rating (If NO, Line Officer approval necessary to conduct mission at elevated risk level) YES NO
- Line Officer (SAC) Concurrence is given to perform mission if risk exceeds approved risk level YES NO NA

Assessment and Mitigation of: LEI – Reconnaissance and Detection

Systems – Reconnaissance

Attachment D

		Pre Mitigation			Post Mitigation		
Sub System	Hazards	Likelihood	Severity	Risk Level	Likelihood	Severity	Risk Level
Mission	PASP/Go-No-Go checklist not completed or used	Occasional	Critical	Serious	Remote	Negligible	Low
	Low level flight with occasional flight profile below 500' AGL	Probable	Catastrophic	High	Remote	Critical	Medium
Configuration	Doors off flight	Frequent	Marginal	Serious	Frequent	Negligible	Medium
	Doors off flight – unsecured items in aircraft	Remote	Catastrophic	Serious	Improbable	Catastrophic	Medium

Mitigation

Ensure PASP and risk assessment are completed and approved at appropriate level before every flight. The PASP should be used as a briefing tool prior to every flight. A No-Go on the No-Go checklist halts the operation.

Ensure pilot and aircraft are carded for mission and that proper performance planning is completed. Limit personnel to essential crewmembers only and utilize proper PPE. Conduct high level recon prior to descending below 500' AGL. Conduct low level recon prior to descending below 300' AGL. Avoid low and slow flight profiles whenever possible.

All personnel must wear appropriate PPE, utilize appropriate restraints systems and appropriately secure all essential items in aircraft. Non-essential items must be removed from aircraft. Pilot shall not exceed VNE of aircraft with doors off.

Ensure all items are secured prior to flight. All unessential items must be removed from cabin prior to flight. Utilize crew resource management to ensure all essential items are secure and unessential items are removed.

Configuration	Doors off flight – Crash survivability	Remote	Catastrophic	Serious	Pilot and Spotter/Observer must where four-point restraint system in front seats, three-point system for rear cabin Spotter/Observer. All personnel must wear appropriate PPE, i.e., flight helmet, leather boots, Nomex, etc.	Improbable	Catastrophic	Medium
Environment	Mountainous Terrain	Frequent	Catastrophic	High	Use qualified carded pilots only. Obtain briefing from local personnel who are familiar with operational area. Obtain weather briefings prior to flight. Ensure proper performance planning is completed. Maintain flight following via dispatch.	Remote	Catastrophic	Serious
	Wire Environment	Probable	catastrophic	High	Review local aerial hazard map and obtain briefing from local personnel who are familiar with operational area.	Remote	Catastrophic	Serious
Communication	Lack of Compatibility (National Guard) Flight Following	Occasional	Critical	Serious	Only aircraft that are interagency carded or approved via cooperator letter will be utilized. Establish radio communications prior to flight. Manager and pilot will review frequencies and tones prior to conducting mission. Ensure all aircraft utilize flight following and communications procedures defined IHOG CH. 4.	Remote	Critical	Medium
Emergency Procedures	In-Flight Emergencies	Remote	Catastrophic	Serious	Ensure passengers are properly briefed on in-flight emergency procedures. Establish two-way radio communications and maintain flight following. Maintain situational awareness.	Remote	Catastrophic	Serious
Final Assessment Value: Serious					Prepared By: Daniel Briot	Date:		
Operation Approved By:					Title:	Date:		

Attachment E

Table 4 - Equipment System

LEI SHORT-HAUL RISK ASSESSMENT

Sub-System		Equipment System				Post-mitigation			
ID	Hazards	Prob	Pre-mitigation Severity	Rating	ID	Mitigation	Prob	Severity	Rating
E1	Non-standard and non-agency approved equipment resulting in unfamiliarity in utilization of equipment.	Low	Moderate	Moderate	E1M1	Forest Service and cooperating agencies agree on equipment standards and oversight.	Low	Low	Low
					E1M2	Use only equipment identified and approved in the Short Haul Guide.	Very Low	Low	Very Low
					E1M3	Develop process to substantiate equipment certification.	Low	Low	Low
					E2M1	Develop and implement inspection criteria as well as documentation in Short Haul Guide.	Low	Low	Low
E2	Short haul equipment damaged or marginalized due to improper use and treatment.	Low	Extreme	Extreme	E2M1	Develop and implement inspection criteria as well as documentation in Short Haul Guide.	Low	Low	Low
E3	Equipment is not properly inspected or documented.	Low	High	High	E3M1	Develop and implement inspection criteria as well as documentation in Short Haul Guide.	Low	Low	Low
E4	Short haul equipment not adequately inspected.	Low	Low	Low	E4M1	Identify the needed number of inspectors, officers, Short Haul Masters, and protocols in the Short Haul Guide.	Low	Low	Low

Attachment:

USFS Agreement No.:

13-LE-11051360-009

Cooperator Agreement No.:

Mod. No.:

Agreements Financial Plan (Short Form)

Note: All columns may not be used. Use depends on source and type of contribution(s).

Financial Plan Matrix:

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total	
Direct Costs						
Salaries/Labor	\$15,732.48	\$10,055.80	\$6,027.84	\$0.00	\$31,816.12	
Travel	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Supplies/Materials	\$8,084.00	\$0.00	\$5,020.00	\$0.00	\$13,104.00	
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal	\$23,816.48	\$10,055.80	\$12,047.84	\$0.00	\$45,920.12	
Coop Indirect Costs		\$0.00	\$0.00		\$0.00	
FS Overhead Costs	\$0.00				\$0.00	
Total	\$23,816.48	\$10,055.80	\$12,047.84	\$0.00	\$45,920.12	
Total Project Value:						\$45,920.12

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 73.76%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 26.24%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
LEO		\$327.76	6.00	\$1,966.56
LEO		\$327.76	6.00	\$1,966.56
LEO		\$327.76	6.00	\$1,966.56
LEO		\$327.76	6.00	\$1,966.56
LEO		\$327.76	6.00	\$1,966.56
LEO		\$327.76	6.00	\$1,966.56
LEO		\$327.76	6.00	\$1,966.56
LEO		\$327.76	6.00	\$1,966.56

Non-Standard Calculation

Total Salaries/Labor	\$15,732.48
-----------------------------	--------------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Flight Helmets		4.00	\$999.00		\$3,996.00
Short Haul Helmets		8.00	\$25.00		\$200.00

Short Haul Harness	8.00	\$349.00	\$2,792.00
Short Haul Rescue Knife	8.00	\$23.00	\$184.00
Short Haul Goggles	8.00	\$114.00	\$912.00
			\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$8,084.00
---------------------------------	-------------------

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Printing	\$0.00
-----------------------	---------------

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Other	\$0.00
--------------------	---------------

Subtotal Direct Costs	\$23,816.48
------------------------------	--------------------

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$23,816.48		\$0.00

Total FS Overhead Costs	\$0.00
--------------------------------	---------------

TOTAL COST	\$23,816.48
-------------------	--------------------

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Sheriff's Deputy		\$502.79	10.00	\$5,027.90
Sheriff's Deputy		\$502.79	10.00	\$5,027.90
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$10,055.80
-----------------------------	--------------------

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing				
Standard Calculation				

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation	\$0.00
---------------------------------	--------

Total Printing	\$0.00
-----------------------	---------------

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation	
---------------------------------	--

Total Other	\$0.00
--------------------	---------------

Subtotal Direct Costs	\$10,055.80
------------------------------	--------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$10,055.80	\$0.00
Total Coop. Indirect Costs		\$0.00

TOTAL COST	\$10,055.80
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Deputy		\$502.32	6.00	\$3,013.92
Deputy		\$502.32	6.00	\$3,013.92
				\$0.00
Non-Standard Calculation				
Total Salaries/Labor				\$6,027.84

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Vehicle 1		\$50.00	10.00	\$500.00
Vehicle 1		\$50.00	10.00	\$500.00
				\$0.00
Non-Standard Calculation				
Total Travel				\$1,000.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
Non-Standard Calculation				
Total Equipment				\$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Flight Helmets		2.00	\$999.00	\$1,998.00
Handheld Radios		2.00	\$1,000.00	\$2,000.00
Short Haul Helmets		2.00	\$25.00	\$50.00
Short Haul Harness		2.00	\$349.00	\$698.00
Short Haul Rescue Knife		2.00	\$23.00	\$46.00
Short Haul Goggles		2.00	\$114.00	\$228.00

\$0.00

Non-Standard Calculation

Total Supplies/Materials **\$5,020.00**

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

\$0.00

Total Printing **\$0.00**

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Other **\$0.00**

Subtotal Direct Costs **\$12,047.84**

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$12,047.84	\$0.00

Total Coop. Indirect Costs **\$0.00**

TOTAL COST **\$12,047.84**

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee $\times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$0.00
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
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Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Printing **\$0.00**

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Other **\$0.00**

Subtotal Direct Costs	\$0.00
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TOTAL COST	\$0.00
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Attachment G

Law Enforcement Billing Summary RECLAMATION

USDA Forest Service, Eldorado NF	County: AMADOR
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Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block: ___X___ Coop Reclamation

A. Total Reclamation/Labor Hours:	
B. Rate per Day:	\$ _____
C. Total Salary Reimbursement: (subtotal 1)	\$ _____
D. Other Allowable Reimbursements when preapproved: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$ _____
F. Total Invoice Reimbursement:	\$ _____
G. Total Reimbursement for Maximum Op Plan Amt:	\$ _____

Certification Statement

County Sheriff		USFS Patrol Captain	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Patrol Captain	Date