

CALAVERAS LOCAL AGENCY FORMATION COMMISSION

DATE: February 2, 2016

TO: Members of the Special District Board of Directors

FROM: John Benoit, LAFCO Executive Officer

SUBJECT: Nomination Ballot for Independent Special District Members and Alternate to fill Independent Special District seats on LAFCO

Calaveras LAFCO is in the process of seeking two sitting Independent Special District Board of Director Members to serve on LAFCO (two regular LAFCO members and one Alternate LAFCO member) to represent Independent Special Districts as members of the Calaveras Local Agency Formation Commission. These members will serve four-year terms ending in May 2020.

The Calaveras Local Agency Formation Commission is calling for nominations to seat two Regular Independent Special District Commissioners and one Alternate Independent Special District Commissioner to serve on the Local Agency Formation Commission.

LAFCO is requesting all nominations be received by LAFCO prior to 5:00 PM Friday, April 1st, 2016.

Not all Independent Special District Boards of Directors will desire or are in any way required to file nominations with LAFCO. Nominations can only be made by formal motion and vote of the Board of Directors.

Independent Special District representatives on LAFCO may not be an employee of a special district, the City of Angels Camp or the County. This nomination is for sitting Special District Board of Director Members only. The independent Special District representatives and alternate representative must be able and available to regularly attend Commission meetings and (or) hearings. An Independent Special District member, as are all other Commissioners, is required to file an annual Statement of Economic Interest.

The LAFCO Commission normally meets the fourth Monday at 6:00 PM of every month. There is a meeting stipend of \$50.00 per meeting for both regular and alternate members. The alternate member is encouraged to participate in all LAFCO processes but may only vote when a regular member is not present or otherwise is unable to participate in a given action before LAFCO.

Upon conclusion of this nomination process, a ballot to elect the LAFCO representatives will be mailed to each Independent Special District. Each Independent Special District Board will have one vote. The nominees receiving the highest number of votes will be

seated as an Independent Special District's regular member representatives for this term and the nominee receiving the third highest number of votes will be appointed the Independent Special District alternate.

The nomination period will close on Friday, April 1st 2016. Nomination Ballots must be received by 5:00 PM that day. If your Board of Directors desires to nominate one of your sitting Board of Director members to serve on LAFCO, please submit the attached nomination ballot to John Benoit, Executive Officer, P.O. Box 2694 Granite Bay, CA 95746 or by fax at (916) 797-7631 or by email johnbenoit@surewest.net by April 1st, 2016. If you have any questions please call (209) 754-6511 or 707.592.7528.

Calaveras Local Agency Formation Commission
NOMINATION BALLOT FOR CALAVERAS LAFCO
SPECIAL DISTRICT MEMBER

NOTE: Nominations can only be made by Formal Motion and Vote of the Board of Directors

Ballot for the Nomination of an Independent Special District Member to become an Independent Special District Representative on the Local Agency Formation Commission (LAFCO).

The _____ District

nominates _____ to become a candidate for an Independent Special District representative and (or) alternate to serve on the Calaveras LAFCO Commission for a term ending May 2016.

The nominee's contact information is as follows:

Email: _____

Phone: _____

Mailing Adress: _____

Signature: Chair of the District Board of Directors _____ **Date**

Chair's Phone # _____

Please return this nomination ballot to LAFCO prior to 5:00 P.M. Friday, April 1st, 2016 to:

Calaveras LAFCO
John Benoit, Executive Officer
P.O. Box 2694
Granite Bay, CA 95746

Or: Fax (916) 797-7631

Or: Email: johnbenoit@surewest.net



January 23, 2016

This letter confirms your enrollment with a third party gas supplier. Please note the changes that have been made to your account.

MARK TWAIN HOSPITAL DISTRICT
768 MOUNTAIN RANCH RD
SAN ANDREAS, CA 95249

Service Address:
768 MOUNTAIN RANCH RD
SAN ANDREAS, CA 95249

RE: Gas Service Agreement #: 4263039005

Dear Customer:

We have received a request to change your gas commodity supplier from Pacific Gas and Electric Company to a third party gas supplier (also known as a Core Transport Agent or CTA) for the Service Agreement listed above. This request came from the CTA and should have been issued with your permission.

Changes that will be made to your account

Your new gas supplier will be responsible for purchasing gas for you; however, PG&E will still be responsible for delivering gas to your home or business, and should be your first point of contact for safety and outage information. For your records, here are the details for your new gas supplier:

New Gas Supplier Name: COMMERCIAL ENERGY

New Gas Supplier Customer Service Phone Number: (866) 831-3433

Account change effective date: October 28, 2016

Billing arrangement requested by the CTA:

You will receive and pay one bill from PG&E that includes both the PG&E and CTA charges.

If you did not authorize this change, please call PG&E Customer Service immediately at 1-877-442-7457.

You can also contact your new gas supplier with any questions about this letter or your account's pending enrollment, or visit pge.com/gaschoice for more information.

Sincerely,

William H. Chen
Manager, Customer Impact
Pacific Gas and Electric Company

January 23, 2016

MARK TWAIN HOSPITAL DISTRICT
768 MOUNTAIN RANCH RD
SAN ANDREAS, CA 95249

Esta carta confirma su inscripción con un suministrador de gas externo. Por favor tenga en cuenta los cambios realizados a su cuenta.

Dirección del servicio:
768 MOUNTAIN RANCH RD
SAN ANDREAS, CA 95249

ASUNTO: Acuerdo de servicio de gas No: 4263039005

Estimado(a) Cliente:

Recibimos su solicitud para cambiar su suministrador de gas de Pacific Gas and Electric Company a un suministrador de gas externo (también conocido como Core Transport Agent o CTA) para el Acuerdo de Servicio indicado más arriba. Esta solicitud provino de CTA y debe haber sido emitida con su permiso.

Cambios que se realizarán a su cuenta

Su nuevo suministrador de gas será responsable de adquirir el gas para usted; sin embargo, PG&E aún será responsable de entregar el gas a su hogar o empresa, y deberá ser su principal punto de contacto por cuestiones de información de seguridad e interrupciones del suministro. Para sus registros, incluimos la información de su nuevo suministrador de gas:

Nombre del nuevo suministrador de gas: COMMERCIAL ENERGY

Teléfono de servicio del nuevo suministrador de gas: (866) 831-3433

Fecha de vigencia del cambio en la cuenta: October 28, 2016

Arreglos de facturación solicitados por CTA:

Usted recibirá y deberá pagar una factura de PG&E que incluirá los cargos de PG&E y CTA.

Si usted no autorizó este cambio, por favor llame inmediatamente a Servicio al Cliente de PG&E al **1-877-442-7457**.

Si tiene alguna pregunta sobre esta carta o la inscripción pendiente de su cuenta, también puede comunicarse con su nuevo suministrador de gas o visite pge.com/gaschoice para obtener más información.

Atentamente,



William H. Chen
Manager, Customer Impact
Pacific Gas and Electric Company



**American Legion Bill Brinlee Post 102
P.O. Box 416
Valley Springs, Ca. 95252**

5 February 2016

To: Mark Twain Health Care District Board of Directors

From:  George C. Fry, Jr., Adjutant, American Legion Bill Brinlee Post 102 Valley Springs

Subject: Boys State 2016 Fund Raiser of \$1,980.00 to send 6 Boys to Boy State

Dear Directors,

I am appealing to the District Board to provide much needed funding for six eleventh grade students to attend Boys State.

Please see the attached flyer.



**AMERICAN LEGION BILL BRINLEE POST 102
P.O. Box 416
Valley Springs, Ca. 95252**



1 February 2016

“GOD and COUNTRY”

EIN: 68-0266199

2016 American Legion Boys State Program

The American Legion Boys State Program is a nationwide program. The purpose of this program is to educate eleventh grade students to be the leaders of our government for tomorrow. It is among the most respected and selective educational program of governmental instruction in the United States. It was founded in 1935 by two Illinois Legionnaires. The reason this program was founded was to counter socialism inspired Young Pioneer Camps. The two Illinois Legionnaires who founded the Boys State were Hayes Kennedy and Harold Card.

In California, the American Legion Boys State began in June in 1937 at the fairgrounds in Sacramento, California. For many years the boys stayed at the fairgrounds in the animal barns on beds of hay. Finally, they moved into the dorms at Sacramento State University. Last year they were housed in the “new” dorms at Sac. State University. 2015 marked the 78th year of the California American Legion Boys State Program. At the Opening and the Closing ceremonies, two men who were part of the first Boys State in 1937 were the speakers. The closing speaker, at age 94, drove his own car from Fresno to the event and said he was going to drive to see his older brother in Oakdale who is 96, before returning to Fresno.

In 2015, 1,008 boys attended California Boys State. Bill Brinlee American Legion Post 102 Bill Brinlee, Valley Springs sent seven boys to this event. The seven boys were, Calaveras High: Brandon Kohler, JJ Gonzalez and Michael Stickels, from Linden High: Jozeth Cordero and Owen McGeatten and from Bret Harte High: Riley Gorman. During the week they were at Boys State, the boys were asked to be fully immersed in lobbying, campaigning and operation of local, county and state government. There were “simulated counties and cities” formed with campaigning and elections. They elected officials from the state Governor and the rest of state elected officials as well as all local court judges. Every boy was asked to participate right down to the garbage man and the dog catcher.

On October 13, 2015 the Calaveras County Board of Supervisors honored these young men for being selected by the local American Legion members and successfully completing the American Legion Boys State Program in its 78th year.

February 1, 2016. The American Legion Bill Brinlee Post 102, Valley Springs will be our 21st year for selecting boys for Boys State. The selecting of candidates will begin on 11 February 2016. We are starting our fund raising to send six eleventh grade students. They will be at Sacramento State from 18 thru 25 June 2016. The cost to send each student is \$330.00. The total cost to the American Legion is \$1,980.00. We would like to thank you for your consideration of a donation.

Respectfully,

George C. Fry Jr.
George C. Fry Jr.
Adjutant

(209)743-6339



**PARTNER WITH COA
TO SUPPORT
CALAVERAS COUNTY'S
UPCOMING
EVENT**

June 15, 2016 – Town Hall San Andreas 9:00am – 3:00pm

Topics – Developments in Dementia and Financial Fraud

Once a year on June 15, communities and municipalities around the world plan activities and programs to recognize World Elder Abuse Awareness Day (WEAAD). Everyone can make a difference, but together, we can unite as one nation. Take a stand against elder abuse!

Yes, I would like to be a sponsor of Calaveras County's participation in this year's World Elder Abuse Awareness Day

- Level One – enclosed is a check for \$2,000
- Level Two – enclosed is a check for \$1,000

- Level Three – enclosed is a check for \$500
- Level Four – enclosed is a check for \$250

Hosted by Calaveras County Commission on Aging

Sponsors will receive recognition in marketing materials including press releases and acknowledged the day of the event – Level one & two sponsors receive exhibit booth space

Make checks payable to Common Ground Senior Services - Mail to Calaveras Commission on Aging 891 Mountain Ranch Rd. San Andreas CA, 95249

Contact Name	Company Name	
Mailing Address	City	Zip
Phone #	Email Address	

*“To care for those who once cared for us is one of the highest honors.”
-Tia Walker*

Chronic Disease Self-Management Program Report

Mark Twain Health Care District

January 2016

Workshops

The Chronic Disease Self-Management Program has grown in the last six months now offering three different six week Healthier Living Workshops. The two new six week workshops Diabetes Self-Management and Chronic Pain Self-Management are now offered in addition to the original Healthier Living Managing Chronic Health Conditions Workshop.

The first Diabetes Self-Management workshop was held at Mark Twain Medical Center with for six weeks 10/5/15-11/17/15 with 10 participants enrolled despite the Butte Fire.

The first Chronic Pain Self-Management Workshop started 1/15/16 with 9 participants enrolled and is being held at the San Andreas County Library.

Additionally two Managing Chronic Health Conditions Workshops were completed in Copperopolis 7/17/15 with 8 participants enrolled and San Andreas 9/8/15 with 10 participants enrolled.

Unfortunately the Butte Fire impacted plans to hold three additional workshops during autumn related to the Butte Fire including Valley Springs, San Andreas and West Point.

Outreach to Providers

At the August and December MTMC Medical Staff Meetings Dr. Kelaita spoke to providers. Providers received updated referral forms that reflect the two new workshops that they can refer patients to. There is also a new easy to use prescription pad that will be distributed to all providers by April, 1 2016.

Staff and Volunteer Development

Program Coordinator Bonnie Nordby has completed training at Stanford University in November to become a Master Trainer to co-lead the 4-Day Chronic Disease Self-Management Leader Trainings in Calaveras County. We are planning to train new volunteer workshop leaders this spring so we can expand the number of workshops offered throughout the county. Dignity Health generously will be covering the stipend fee of a second Master Trainer from the region. The 4-Day Leader Training planned for fall of 2015 had to be cancelled due to the Butte Fire.

We now have two leaders cross-trained to lead the Diabetes Self-Management Workshop and two leaders to lead the Chronic Pain Self-Management Workshop. Plans include cross training additional four volunteers to lead these new workshops.

AGREEMENT FOR SERVICES

Contractor: Mark Twain Health Care District

Description: Healthier Living Chronic Disease Self-Management Workshops

Department: Health and Human Services Agency

Division/Program: Public Health Services – Health Education

Cost Coding: Org: 10601260 Obj: 4712 Amount: \$25,084.64

Agreement Term: July 1, 2015 through June 30, 2016

THIS AGREEMENT is made and entered into by and between Calaveras County (hereinafter referred to as "County"), and Mark Twain Health Care District (hereinafter referred to as "Contractor").

WHEREAS, County, through its Health and Human Services Agency – Public Health Services Division, has successfully facilitated and promoted Healthier Living Chronic Disease Self-Management Workshops to County residents at no cost; and

WHEREAS, Contractor is able to provide funding to County to continue Healthier Living Chronic Disease Self-Management Workshops; and

WHEREAS, both parties desire to continue providing these workshops to the community; and

NOW, THEREFORE, County and Contractor agree as follows:

1. DESCRIPTION OF SERVICES

County shall provide sixteen (16) Healthier Living Chronic Disease Self-Management Workshops which shall be conducted by trained and certified Community Health Workers (CHWs).

County shall coordinate with three (3) additional medical providers to establish ways for routine referrals of patients diagnosed with chronic conditions to attend the workshops.

2. COMPENSATION AND PAYMENT

For the services described in Section 1 above, the total amount payable to County by Contractor is twenty-five thousand eighty-four and 64/100 dollars (\$25,084.64) to be paid upon execution of this Agreement.

3. TERM

The term of this Agreement shall be from July 1, 2015 to June 30, 2016. Either party to this Agreement may terminate it without cause upon 30 days written notice.

4. REPRESENTATIVES AND NOTICE

- 4.1. Designation: County shall designate an authorized representative to act on its behalf with respect to the work. This representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. County shall notify Contractor in writing not less than ten (10) calendar days before changing their authorized representative. At the time this Agreement is executed, County's designated representative shall be Colleen Rodriguez, Health Education Manager.
- 4.2. Address: All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective address as follows:

Contractor: Mark Twain Health Care District
Attention: Daymon Doss, Executive Director
768 Mountain Ranch Road
San Andreas, CA 95249
(707) 481-4564
ddosspps@gmail.com

County: Calaveras County Health and Human Services Agency
Attention: Director of Health and Human Services
509 East St. Charles Street
San Andreas, CA 95249
(209) 754-6452

Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

- 4.3. Effective Date. All notices shall be effective upon receipt and shall be deemed received through

delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

5. INDEMNIFICATION

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to defend and indemnify, hold harmless, and release County, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by and person or entity, including Contractor, that arise out of, pertain to, or related to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This Indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

6. CONFLICT OF INTEREST

County shall have no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

7. AMENDMENT

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

8. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

9. APPLICABLE LAW AND VENUE

In the performance of the services required by this Agreement, Contractor shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras County, unless the parties agree otherwise or are otherwise required by law. Contractor shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor.

10. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the County and Contractor and supersedes all prior negotiations, representations, or Agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS THEREOF the parties hereto execute this Agreement this

_____ day of _____, 2016.

County of Calaveras

Mark Twain Health Care District

By _____

By _____

Chair

Daymon Doss

Board of Supervisors

Executive Director

Approved as to Legal Form:

By _____

David Sirias, Assistant County Counsel



January 25, 2016

Daymon Doss
Executive Director
Mark Twain Health Care District
P.O. Box 668
San Andreas, CA, 95249

Corporate Office
1443 Danville Boulevard
Alamo, CA 94507
925-838-6070 MAIN
800-838-4111 TOLL FREE
925-838-6088 FAX

Glendale Office
330 North Brand Boulevard
Suite 1090
Glendale, CA 91203
818-242-0123 MAIN
800-838-4111 TOLL FREE
818-547-3888 FAX

San Diego Office
15373 Innovation Drive
Suite 120
San Diego, CA 92128
858-675-7400 MAIN
800-890-9305 TOLL FREE
858-675-7444 FAX

www.betahg.com
A PUBLIC ENTITY

*It is great
to have you
back!*

RE: WELCOME TO BETA HEALTHCARE GROUP

Dear Daymon:

I would like to welcome you personally to BETA Healthcare Group and thank you for your decision to purchase general liability and D&O liability coverage through BETA Risk Management Authority, our member-governed liability program.

As a BETA Risk Management Authority member, your organization now has access to the resources of one of the largest liability programs for healthcare entities in the nation. With assets of \$450 million, over 200 member hospitals and healthcare facilities, and more than 5,000 covered physicians, BETA Healthcare Group has built a financially solid foundation for the future with a reputation for service that is second to none.

BETA Risk Management Authority's financial strength, tax exemptions, and efficient operations have provided its members with unparalleled rate stability for 37 years. While we believe that competitive pricing and stable rates are important considerations for our members, we believe that it is equally important to dedicate the resources required to provide a broad scope of exceptional services.

We have worked very hard to tailor our services to meet the needs of our individual members and BETA Healthcare Group as a whole. If you ever have any suggestions as to how we can better serve your organization, please do not hesitate to provide us with that valuable feedback. As a member-governed organization, we really do work for you and always appreciate suggestions on how we might improve.

If you have any questions or comments, please do not hesitate to contact me. I can be reached at 800-838-4111 or, if you prefer, please feel free to send me an e-mail at twander@betahg.com.

Sincerely,

A handwritten signature in black ink that reads 'Tom'.

Tom Wander, CPCU
Chief Executive Officer

TJW/VF

cc: R. Corey Grove, J.D., CPCU, Vice President, Underwriting and Client Services