

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 8/4/2013

Agmt

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>9/10/13</u>	

From: James Foley Phone Ext. X625
 (Department Head - please type)

Department Head Signature [Signature]

Agenda Title: Supplemental Nutrition Assistance program-Education (SNAP-Ed) Project

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The Health and Human Services Director is requesting the Board of Supervisors to approve a new contract between Amador County Public Health and the California Department of Public Health, Nutrition education and Obesity Prevention. This is a partnership that assists SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle. This is a 3 year annual Project with annual grant amount of \$89,919.

Recommendation/Requested Action:
Adopt resolution approving agreement between Amador County and the California Department of Public Health

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

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

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

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Please return copies to Connie Vaccarezza, Supervising PHN Public Health Department for return to the state for final signatures

FOR CLERK USE ONLY

Meeting Date September 10, 2013 Time 9 a.m. Item # 4C

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

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

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Amador County Public Health		<i>Federal ID Number</i> 94-6000505
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Richard Forster, Chairman of the Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> Amador	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



RON CHAPMAN, MD, MPH
Director

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

August 30, 2013

Amador County Public Health
10877 Conductor Blvd, Suite 400
Sutter Creek, CA 95665
Attention: Mr. James Foley
Health and Human Services Director


Subject: Agreement Number 13-20115

Dear Mr. Foley:

The California Department of Public Health (CDPH) has standardized its contracting procedures and agreement formats. The enclosed agreement is not binding until signed by both parties. No services are to be provided prior to approval, as CDPH is not obligated to make any payment prior to final approval. Expedient handling of this agreement is appreciated. To help facilitate the expedient handling of your agreement, please return the required documents by using overnight/express mail.

Required action is noted by each checked/checked item. Return all item(s) to the address identified below:

By signing the line below, you understand the enclosed agreement is not binding until signed by both parties. No services are to be provided prior to approval, as CDPH is not obligated to make any payment prior to final approval. Return this form to CDPH.

x  9/3/13
Authorized Signature Date

James Foley, Health and Human Services Director
Printed Name and Title of Person Signing

Affix a signature to Page three of the enclosed Grant Agreement, and each additional face sheet. **Two** Grant Agreement copies must bear original signatures. Return **all** items to CDPH for further processing. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations and page replacements, if any, must be pre-approved by CDPH and each visible alteration must be initialed by the person who signs the agreement. Signed originals required.

Exhibit D, Pages 7-9, Certification Regarding Lobbying:
Please read this certification. Complete and have certification signed. Return the signed certification (original signature) to CDPH for further processing. Two signed originals required.

Non-Profit Agreements:

The signed agreements as indicated above must be accompanied by a copy of your organizations 501c(3) Non-profit status letter from the Internal Revenue Service to prove non-profit status.

X County, City, District, or other local public body Agreements:

The signed agreement(s) as indicated above must be accompanied by a copy of the resolution, order, motion/minutes, or ordinance of the local governing body, which by law has authority to enter into the proposed agreement, authorizing execution of the agreement. (See Attachment 1 for definitions.)

X Provide documentation of **signatory authority** for the official that is authorized to sign on behalf of your agency. The authority shall be stated in a resolution, order, motion or ordinance or must be provided through a separate official document.

X Go to <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> and select " Standard Contract Language" from the pick list to locate the Contractor Certification Clause (CCC 307). Read the cited CCC in its entirety. Complete and sign the first page of the cited Certification. Return the first page of the originally signed Certification to the address noted below. Failure to return the appropriate signed CCC will prohibit CDPH from doing business with your Agency. **Signed original copy of CCC 307 (first page) is required.**

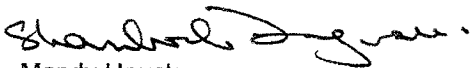
Return all designated materials to the following address:

California Department of Public Health
Nutrition Education and Obesity Prevention Branch
ATTENTION: Mandy Hauck
1616 Capitol Avenue, Suite 74.5136
Mail Station 7204
P.O. Box 997377
Sacramento, CA 95899-7377

For inquiries regarding this agreement, please contact Mandy Hauck at (916)445-1462 and cite the agreement number.

Thank you for your attention to this matter.

Sincerely,

for 
Mandy Hauck
Grant Manager
Nutrition Education and Obesity Prevention Branch

Enclosure(s)

**State of California Requirements for a
Resolution of Local Government Entity**

Where one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body by law having authority to enter into the proposed contract approving an authorizing execution of the agreement except in any instances where performance by the local governmental entity will be complete prior to any payment by the State.

The following definitions apply to original agreements and amendments:

“Resolution” is a formal expressing of the opinion or will of an official body or public assembly, adopted by vote. A valid resolution was passed, sets forth the roll call on the resolution, is signed and approved by the Chairman, and is attested to by the clerk of the governing body.

“Order” is a mandate, command for determination of an administrative body or agency. An order should contain a statement of what is ordered, be dated, and signed and/or approved by an administrative body.

“Motions” or “Minutes of the Meeting” used to satisfy the resolution requirement must show that the motion was passed or accepted and should have the clerk’s certification that they are true excerpts.

“Ordinance” is a term used to designate the enactment’s of the legislative body of a municipal corporation, which are of a general and permanent nature. If excerpts from codebooks are used, a letter of source documentation should also be submitted.

NUTRITION EDUCATION AND OBESITY PREVENTION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Amador County Public Health, hereinafter "Grantee"

Implementing the project, "Supplemental Nutrition Assistance Program-Education," hereinafter "Project"

GRANT AGREEMENT NUMBER 13-2015

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a)(b).

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the Grantee agrees to create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle. The Grantee will provide nutrition education and conduct nutrition activities to SNAP-Ed eligible families per Health and Safety Code Section 104650-104655.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Eighty Nine Thousand Nine Hundred Nineteen dollars (\$89,919) annually. No funds may be requested or invoiced for work performed or costs incurred after the end date. See Exhibit E, Additional Provisions, Additional Incorporated Documents, Network Local Projects Network for a Healthy California Guidelines Manual, Section II Fiscal, Section 500 Reimbursement Process.

TERM OF GRANT: The term of the Grant shall begin on October 1, 2013, or upon approval of this agreement, and terminates on September 30, 2016.

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

California Department of Public Health, Nutrition Education and Obesity Prevention	Grantee: Amador County Public Health
Attention: Steven Bartlett, Program Manager	Attention: James Foley, Health and Human Services Director
Address: P.O. Box 997377	Address: 10877 Conductor Blvd, Suite 400
City, Zip: Sacramento, CA 95899-7413	City, Zip: Sutter Creek, CA 95665
Phone: (916) 449-5439	Phone: (209) 223-6427
Fax: (916) 449 - 5414	Fax: (209) 223-1562

E-mail: steve.bartlett@cdph.ca.gov	E-mail: jfoley@amadorgov.org
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Direct all inquiries to:

California Department of Public Health, Nutrition Education and Obesity Prevention	Grantee: Amador County Public Health
Attention: Mandy Hauck, Grant Manager	Attention: Connie Vaccarezza, Public Health Nursing Supervisor
Address: P.O. Box 997377	Address: 10877 Conductor Blvd, Suite 400
City, Zip: Sacramento, CA 95899-7413	City, Zip: Sutter Creek, CA 95665
Phone: (916) 445-1462	Phone: (209) 223-6407
Fax: (916) 449 - 5414	Fax: (209) 223-1562
E-mail: mandy.hauck@cdph.ca.gov	E-mail: cvaccarezza@amadorgov.org

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

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

Exhibit A GRANT APPLICATION

The Grant Application provides the scope of work, purpose, task schedule and list of deliverables.

Exhibit A1 DELIVERABLES FOR LOCAL HEALTH DEPARTMENT GRANTS

Exhibit B BUDGET DETAIL

The approved budget supersedes the proposed budget in the Grant Application.

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D FEDERAL PROVISIONS

Exhibit E ADDITIONAL PROVISIONS


GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this

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

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 9/3/13



James Foley, Health and Human
Services Director
Amador County Public Health

Date: _____

Angela Salas, Chief
Contracts and Purchasing Services
Section
California Department of Public Health

EXHIBIT A
GRANT APPLICATION

**LOCAL HEALTH DEPARTMENT SNAP-ED FUNDING OPPORTUNITY
LETTER OF INTENT
FFY 2014-2016 (October 1, 2013 – September 30, 2016)**

DUE: May 7, 2013

Send this form by e-mail to: Bernadeen.valdez@cdph.ca.gov

To: John Talarico, D.O.
Chief
Nutrition Education and Obesity Prevention Branch
California Department of Public Health
P.O. Box 997377, MS 7204
Sacramento, CA 95899-7377

Name:	James Foley
Title:	Director Health and Human Services
County Health Department	Amador
Address:	10877 Conductor Blvd. Ste,400 Sutter Creek, CA 95685-9682
Telephone:	209-223-6407
Fax:	209-223-3524
Email:	Jfoley@amadorgov.org

This serves as confirmation that our local health department intends to participate in the SNAP-Ed funding opportunity. Our department will prepare the appropriate grant documents for this funding opportunity with the California Department of Public Health, Nutrition Education and Obesity Prevention Branch, *Network for a Healthy California*.

Signature of Authorized Representative

Date

Printed Name

Title

James A. Foley, LCSW

5/22/13

JAMES A. FOLEY

HHS DIRECTOR

Form 1	Network for a Healthy California FFY 2014 APPLICATION COVERSHEET/CHECKLIST
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DATE OF SUBMISSION	09/01/2013
ORGANIZATION NAME	Amador County Public Health
AGREEMENT NUMBER	#13-20115

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: Connie Vaccarezza	Phone Number: 209-223-6677
E-mail: cvaccarezza@amadorgov.org	

Letter of Intent due April 12, 2013

APPLICATION CONTENTS:

Application due May 6, 2013

Please Check

- | | |
|---|-------------------------------------|
| Form #1 Application Coversheet/Checklist | <input checked="" type="checkbox"/> |
| Form #2 Grantee Information Form | <input checked="" type="checkbox"/> |
| Form #3 Agency Capacity and Assurances | <input checked="" type="checkbox"/> |
| Form #4 Project Synopsis | <input type="checkbox"/> |
| Form #5 Scope of Work | <input type="checkbox"/> |
| Form #6 FFY 2014 Budget (Excel Version 2010) | <input type="checkbox"/> |
| Form #7 FFY 2014 Budget (Excel Version 1997-2003) | <input type="checkbox"/> |
| Form #8 Request for Non-Network Sponsored Travel | <input checked="" type="checkbox"/> |
| Form #9 Memorandum of Understanding (MOU) (if applicable) | <input type="checkbox"/> |
| Form #10 Training Worksheet | <input checked="" type="checkbox"/> |

NOTE: The above documents must be completed and submitted with this Application Coversheet/Checklist Form. Email completed application to supportstaffassignments@cdph.ca.gov by the submission deadline.

Network for a Healthy California Grantee Information Form

Date Form Completed:

Organization	This is the information that will appear on your grant agreement cover.
	Federal Tax ID # <u>94-6000505</u> Contract/Grant# <u>#13-20115</u> Name <u>Amador County Public Health</u> Mailing Address <u>10877 Conductor Blvd., Suite 400, Sutter Creek, CA 95665</u> Street Address (If Different) _____ County <u>Amador</u> Phone <u>(209) 223-6407</u> Fax <u>(209) 223-1562</u> Website <u>www.co.amador.ca.us/depts/public_health/</u>
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.
	Name <u>James Foley</u> Title <u>Health and Human Services Director</u> <i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/> Mailing Address <u>10877 Conductor Blvd., Suite 400, Sutter Creek, CA 95665</u> Street Address (If Different) _____ Phone <u>(209) 223-6407</u> Fax <u>(209) 223-1562</u> Email <u>JFoley@amadorgov.org</u>
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Network staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.
	Name <u>Connie Vaccarezza, PHN</u> Title <u>Public Health Nursing Supervisor</u> <i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/> Mailing Address <u>10877 Conductor Blvd., Suite 400, Sutter Creek, CA 95665</u> Street Address (If Different) _____ Phone <u>(209) 223-6407</u> Fax <u>(209) 223-1562</u> Email <u>CVaccarezza@amadorgov.org</u>

Network for a Healthy California Grantee Information Form

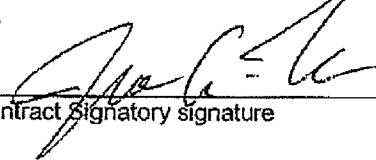
Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	<u>Patti Edmunds</u>
	Title	<u>Senior Fiscal Assistant</u>
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/>	
	Mailing Address	<u>10877 Conductor Blvd., Suite 400, Sutter Creek, CA 95665</u>
	Street Address (If Different)	_____
	Phone	<u>(209) 223-6407</u> Fax <u>(209) 223-1562</u>
Email	<u>PEdmunds@amadorgov.org</u>	
Fiscal Reporter	The Fiscal Reporter prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	<u>Patti Edmunds</u>
	Title	<u>Senior Fiscal Assistant</u>
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/>	
	Mailing Address	<u>10877 Conductor Blvd., Suite 400, Sutter Creek, CA 95665</u>
	Street Address (If Different)	_____
	Phone	<u>(209) 223-6407</u> Fax <u>(209) 223-1562</u>
Email	<u>PEdmunds@amadorgov.org</u>	
Fiscal Signatory	The Fiscal Signatory has signature authority for invoices and all fiscal documentation reports.	
	Name	<u>Connie Vaccarezza, PHN</u>
	Title	<u>Public Health Nursing Supervisor</u>
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone	<u>(209) 223-6407</u> Fax <u>(209) 223-1562</u>
Email	<u>CVaccarezza@amadorgov.org</u>	
Districts	List the all numbers that your organization is under:	
		Number
	Assembly	<u>5th Assembly district</u>
	Senate	<u>8th Senate district</u>
Congressional	<u>4th Congressional district</u>	

Local Health Department (LHD)
Agency Capacity & Assurances

Agency Capability: Abilities & Assurances

1. By checking the boxes, I am confirming the Agency's ability and willingness to engage in the below listed business practices throughout the duration of the contract/grant:

- ✓ Assume fiscal responsibility for nutrition education activities to insure all activities are reasonable and necessary to accomplish objectives and goals. This includes making records available for USDA review and audit as well as repayment of unallowable costs, if applicable.
- ✓ Target SNAP-Ed population and document income criteria of service recipients for indirect education activities as per USDA Guidance.
- ✓ Track and report basic audience demographic information.
- ✓ Invoice for actual costs and maintain fiscal records for review and audit.
- ✓ Program activities are conducted in compliance with all applicable Federal laws, rules, regulations including Civil Rights and OMB circulars governing cost issues.
- ✓ Program activities do not supplant existing nutrition education programs, where operating in conjunction with existing programs, enhance and supplement them.
- ✓ Enter into subcontract agreements, as necessary, to ensure service delivery and scope of work completion. Utilize competitive bid procedures for subcontracts when required.
- ✓ Provide appropriate guidance and oversight to subcontractors to maximize programmatic impact and insure compliance with SNAP-Ed Guidance.
- ✓ Travel freely and unrestricted throughout the LHD jurisdiction, within the region, to State trainings, conferences and required meetings.
- ✓ Work cooperatively and in partnership with the *Network* on regional and statewide initiatives and other issues of emerging importance.
- ✓ Maintain appropriate and distinct documentation and records for activities supported by multiple funding streams.
- ✓ Comply with USDA Supplemental Nutrition Assistance Program (SNAP) Nutrition Education and Obesity Prevention (NEOP) Program regulations, NEOP Guidance or other issued guidelines, policies and assurances, and adapt any programmatic activities and practices accordingly.
- ✓ Insure that all materials developed or printed with SNAP-Ed funds include the appropriate USDA non-discrimination statement, credit to SNAP as a funding source, and a brief message about how CalFresh can help provide a healthy diet and how to apply for benefits as noted in the *Network* Branding Guidelines.
- ✓ Insure messages of nutrition education and obesity prevention are consistent with the Dietary Guidelines for Americans and stress the importance of variety, balance, and moderation.



 Contract Signatory signature 8/27/15
Date

James Foley

 Print Full Name

For any exceptions to #1, describe the exception(s) to the abilities and assurances, and detail plans to address them to ensure the spirit and expectations of the Scope of Work are fulfilled.

Verbiage changed in #2 to reflect that Amador County is only required to provide indirect education functions

1. DESCRIPTION OF PROJECTS/INTERVENTIONS FOR EACH PROJECT THE FOLLOWING INFORMATION SHOULD BE PROVIDED:

Project Title: Amador County Health and Human Services
Grant Number: 13-20115
Program Area: Local Health Department

a. Related State Objectives.

See State-level objectives

b. Target Audience.

Gender: Male 47% Female 51%

Ethnicity:

<input checked="" type="checkbox"/> African American	<u>3%</u>	<input checked="" type="checkbox"/> Latino	<u>13%</u>
<input checked="" type="checkbox"/> Asian	<u>1%</u>	<input checked="" type="checkbox"/> Native American	<u>2%</u>
<input checked="" type="checkbox"/> Caucasian	<u>81%</u>	<input type="checkbox"/> Pacific Islander	<u> </u> %
<input type="checkbox"/> Other (specify) _____:	<u> </u> %		

Languages:

<input checked="" type="checkbox"/> English	<u>90%</u>	<input type="checkbox"/> Korean	<u> </u> %
<input type="checkbox"/> Spanish	<u>10%</u>	<input type="checkbox"/> Lao	<u> </u> %
<input type="checkbox"/> Arabic	<u> </u> %	<input type="checkbox"/> Mandarin	<u> </u> %
<input type="checkbox"/> Armenian	<u> </u> %	<input type="checkbox"/> Russian	<u> </u> %
<input type="checkbox"/> Bosnian	<u> </u> %	<input type="checkbox"/> Tagalog	<u> </u> %
<input type="checkbox"/> Cantonese	<u> </u> %	<input type="checkbox"/> Vietnamese	<u> </u> %
<input type="checkbox"/> Farsi	<u> </u> %	<input type="checkbox"/> Other (specify) _____:	<u> </u> %
<input type="checkbox"/> Hmong	<u> </u> %	<input type="checkbox"/> Other (specify) _____:	<u> </u> %
<input type="checkbox"/> Khmer (Cambodian)	<u> </u> %		

Ages:

<input type="checkbox"/> Under 5 years old	<u>4%</u>	<input type="checkbox"/> 12 to 17	<u>7%</u>
<input type="checkbox"/> 5 to 8	<u>4%</u>	<input type="checkbox"/> 18 to 59	<u>55%</u>
<input type="checkbox"/> 9 to 11	<u>3%</u>	<input type="checkbox"/> 60 years old & over	<u>27%</u>

c. Focus on SNAP-Ed Eligible.

Income Targeting Data Source:

- See attached Census Tract data sheet
- See attached Means Tested Program data sheet
- See attached Free/Reduced Price Meal Percentage data sheet
- Other (Specify): _____ (_____ % equal to or less than 185% FPL)
- Other (Specify): _____ (_____ % equal to or less than 185% FPL)

Means-Tested Low Income Assistance Programs (formerly known as Location Based Proxy Sites): Unless otherwise noted in the instructions, targeting data are not required for approved mean- tested programs. Please check all that apply and indicate the percentage of your target audience(s) at these locations.

- | | | | |
|---|--------|---|--------|
| <input type="checkbox"/> CalFresh Offices | _____% | <input type="checkbox"/> Low Income Home Energy Assistance Program | _____% |
| <input checked="" type="checkbox"/> California Food Assistance Program (CFAP) | 5% | <input type="checkbox"/> MediCal | _____% |
| <input type="checkbox"/> Commodity Foods Distribution on Indian Reservation (FDPIR) | _____% | <input checked="" type="checkbox"/> Public Housing | 5% |
| <input type="checkbox"/> Comprehensive Perinatal ServiceProgram (CPSP) | _____% | <input type="checkbox"/> Section 8 Public Housing Vouchers (LiHEAP) | _____% |
| <input type="checkbox"/> Family Resource Center | _____% | <input checked="" type="checkbox"/> Shelters/Temporary Housing | 5% |
| <input checked="" type="checkbox"/> Food Banks | 10% | <input type="checkbox"/> Soup Kitchens | _____% |
| <input checked="" type="checkbox"/> Food Pantries | 5% | <input type="checkbox"/> SSI- Supplemental Security Income | _____% |
| <input type="checkbox"/> HeadStart | _____% | <input type="checkbox"/> TANF (CalWORKS) Job Readiness | _____% |
| <input type="checkbox"/> In Home Supportive Servies (IHSS) | _____% | <input type="checkbox"/> Weatherization Program | _____% |
| <input type="checkbox"/> Job Corps | _____% | <input checked="" type="checkbox"/> WIC | 25% |

d. Project Description.

Key Methods:

- Advisory Council/Task Force (specify): _____
- Internet/Web Sites-website address: _____
- Print Media:
- Radio: _____
- TV: _____
- Multi-level approaches that include environmental supports
- Nutrition Education Classes: (_____ occurrences at _____ hour(s) each)
- Community Education Events: (_____ occurrences at _____ hour(s) each)
- Training/Workshop/Conference: (_____ occurrences at _____ hour(s) each)
- Point of Purchase: (_____ occurrences at _____ hour(s) each)
- Other (specify): RYD or MyPlate mailing inserts in Medi-Cal annual redetermination reminders, nutrition education flyers distributed at means-tested sites, promotion nutrition education at Emergency Food Assistance Program sites.

Key Educational Messages: *All messages will align with the Dietary Guidelines for Americans 2010 and MyPlate. Messages will promote Enjoy your food, but eat less; Avoid oversized portions; Make half your plate fruit and vegetables; Switch to fat-free or low-fat (1%) milk; Compare sodium in foods and Drink water instead of sugary drinks.*

Delivery Sites by Type of Setting

- _____ Adult Education & Job Training Sites
- _____ Adult Rehabilitation Center
- _____ CalFresh Offices
- _____ Churches
- _____ Community Centers
- _____ Elderly Service Centers
- 4 _____ Emergency Food Assistance Sites (includes Food Banks, Food Pantries, and Soup Kitchens)
- _____ Extension Offices
- _____ Farmers Markets
- _____ Food Stores
- _____ Head Start Programs
- _____ Individual Homes
- _____ Libraries

- _____ Other Youth Education Sites (includes Parks and Recreation)
- _____ Public/Community Health Centers (includes Public Health Departments)
- 1 _____ Public Housing
- _____ Schools -- students (Preschool)
- _____ Schools -- students (K-12)
- _____ Schools -- students (Afterschool Program)
- _____ Schools - Parents
- 1 _____ Shelters/Temporary Housing
- _____ TANF Job Readiness Program
- 4 _____ WIC Programs
- _____ Worksites
- _____ Other (specify): _____
- _____ Other (specify): _____
- _____ Other (specify): _____

Projected Unduplicate Number of Contacts: 890 indirect contacts

Narrative

The health department (LHD) provides nutrition education and obesity prevention services to eligible SNAP-Ed residents in Amador County. The LHD will promote the 2010 Dietary Guidelines to increase consumption and access to healthy foods and drinks, decrease consumption of and access of less healthy foods and drinks, and increase opportunities and activity levels of physical activity among the SNAP-Ed eligible population.

The LHD will be responsible to: 1) conduct indirect nutrition education activities in support of local and regional healthy foods/beverage education efforts to reach SNAP-Ed eligible individuals in qualifying communities; 2) participate in local media activities to highlight nutrition and physical activity events, campaigns or accomplishments; 3) participate in community events reaching SNAP-Ed eligible individuals or groups.

e. Summary of Research.

See Section A.

f. Modification of Project Methods/Strategies.

- . Continuing, No adaptation or change in intervention
- . Project is new

All future modifications will be approved by the Network.

g. Use of Educational Materials.

See attached Master Educational Materials list submitted in State plan Section F.

h. Development of New Nutrition Educational Materials.

No new nutrition educational materials will be developed with Network funds.

i. Key Performance Measures/Indicators. (max. 100 words)

- Number of households receiving annual Medi-Cal redetermination packets will be sent a flier to promote a nutrition education event, class, farmers market, Rethink Your Drink community event, etc.
- Number of fliers handed out at means tested sites.

2. EVALUATION PLANS

All grantees participate in process evaluation per their Scope of Work activities. Grantees must participate in Impact/Outcome Evaluation. Impact/Outcome Evaluation measures the effectiveness of an intervention by assessing behavior change or the factors that directly influence behavior change primarily focusing on nutrition education and obesity prevention.

3. COORDINATION EFFORTS (MAX. 100 WORDS)

The LHD will establish/maintain key partnerships through County Nutrition Action Plan group that meets up to six times per year. The LHD will develop/update a CNAP to 1) enhance collaboration and communication among stakeholder agencies, 2) coordinate nutrition education messages, resources and campaign implementation across FNS programs, and 3) maintain, expand and share CNAP with FNS programs, local partners and external stakeholders in an effort to increase food security in the target population.

LOCAL PROJECT SYNOPSIS

Type *	Site Name	Address	City	Zip	11 Digit Census Tract
Food Bank	Amador County Food Bank	12181 Airport Rd	Jackson	95642	06005000401
Emergency food Assistance site at Elderly Service Center	Senior Center	229 New York Ranch Rd	Jackson	95642	06005000402
Emergency food Assistance site at Community Center	Camanche Community Center	4099 Camanche Parkway N. unit 2	Ione	95640	06005000304
Emergency food Assistance site at Community Center	Upcountry Community Center	19386 Hwy 88	Pine Grove	95665	06005000304

*Refer to the list of Means-Tested Programs on page 2.

Free/Reduced Price Meal Percentage Data Sheet

School Name*	District Name	14 Digit CDS Code	Free Meal %	Reduced Meal %	Free and Reduced Meal %
N/A			--%	--%	--%

*After each school name indicate all that apply with the following abbreviations: K-12 School (S), Preschool (PS), After School (A) & Parents (P)

Budget Coversheet

Prime Grantee Name:
Grant Number:

Amador County of Public Health
13-20115

Budget Categories	FFY 13 Total	FFY 14 Total	Difference	% Difference
1 Salaries		\$52,850.98	\$52,850.98	100.00%
2 Benefits		\$13,212.75	\$13,212.75	100.00%
3 Operating		\$1,442.40	\$1,442.40	100.00%
4 Equipment		\$0.00	\$0.00	0.00%
5 Travel & Per Diem		\$3,579.20	\$3,579.20	100.00%
6 Subcontractors		\$0.00	\$0.00	0.00%
7 Other Costs		\$3,600.00	\$3,600.00	100.00%
8 Indirect Costs		\$15,233.67	\$15,233.67	100.00%
Totals:	\$0.00	\$89,919.00	\$89,919.00	600.00%

Budget Categories	Reason for difference greater than 5%
1 Salaries	no funding in FFY2013
2 Benefits	
3 Operating	
4 Equipment	
5 Travel & Per Diem	
6 Subcontractors	
7 Other Costs	
8 Indirect Costs	

Prime Budget Justification

Other Costs

Budget Item	Description/Justification	Unit Cost	Quantity	Misc.	Total
Fairs/Community Events	Permit/Booth/ Space Fees for Fairs and county events for nutrition education events for Snap-Ed eligible recipients	\$400.00	2.00	1.00	\$800.00
Cooking Demonstrations	Taste testing and cooking nutrition demonstrations and supplies for 880 participants @ \$2.50per person; Includes but not limited to; nutritional food for cooking and tasting, paper products, disposable cups, bowls, plates, silverware, foil, baggies, plastic wrap etc.	\$2.50	880.00	1.00	\$2,200.00
Food and tasting demonstration Supplies	Supplies to conduct food/cooking/nutrition/RTYD demonstrations, taste testing for education classes in schools, head start programs, WIC, Churches, Farmers Market, Fairs estimated 2000 participants. Including but not limited to; water containers, knives, spatulas, serving plates, pots, pans, portable small hand mixer, cutting boards, cooler, storage bins, portable folding table, folding wheeled cart, dish towels, dish soap, wash clothes, hand sanitizer, spray cleaner etc.	\$600.00	1.00	1.00	\$600.00
Total Other Costs:					\$3,600.00

Indirect Costs

Calculation Method	%	\$ of Method	Total
Personnel & Fringe	23.05905%	\$66,063.73	\$15,233.67
Total Indirect Costs:			\$15,233.67

Total Budget:	\$89,919.00
----------------------	--------------------

**Network for a Healthy California
Request Form for Non-Network Sponsored Travel**

*This form must be submitted and approved prior to expending Network funds for travel to non-Network sponsored events (in or outside California). Complete one form per event. Fax this form to your Network Program or Contract Manager for approval. Please allow up to 4 weeks to process this request. *Amador does not intend to attend any Non-Network Travel*

Submission Checklist

- Parts I, II and III completed below
- Agenda attached with detailed session descriptions(s)
- Funds are available in the Travel and Per Diem line item of your approved budget to cover these expenses. (If not, a Budget Adjustment Request (BAR) may be needed prior to approval.)
- If out-of-state and/or national event, then USDA approval obtained prior to submitting this form. (Date approved: _____)

Part I. Contact Information

Agency Name: Amador County Public Health Contract #: #13-20115

Contact Name: Connie Vaccarezza, PHN Phone #: 209-223-6407 Email: CVaccarezza@amadorgov.org

Part II. Event Information

Conference/Meeting/Training/Event Title: N/A (none)

Date(s) of conference and/or Travel: _____ Location: _____

Attending as a: Participant Presenter Other (specify) _____

Conference website if available _____

Please justify how the event supports/benefits Supplemental Nutrition Assistance Program – Education (SNAP-Ed) eligible participants and relates to your Scope of Work (SOW) (include Objective and Activity number): _____

Part III. Projected Travel Costs (Proration)

Per USDA guidelines, all costs for non-Network sponsored events must be prorated to the 1) nutrition education content (NE) of the agenda for low-income audiences; and 2) full-time equivalent (FTE) of attendee. Please use the worksheet below to project reimbursement costs. See attached sample worksheets.

Proration Worksheet

		Attendee A	Attendee B	Attendee C
	Name and Position Title of Attendee Traveling (title must be listed on budget and SOW)			
A.	Total projected costs (non-prorated) (include registration fees, mileage, hotel, parking, tolls, per diem, airfare, etc.)			
B.	Estimated percentage of agenda applicable to NE			
C.	First Proration (multiply row A x row B)			
D.	Full-time equivalent (FTE) of attendee			
E.	Second Proration (multiply row C x row D)			
F.	Total Projected Cost for Reimbursement (sum of amounts in Row E)			
		<p>Note: These are projected costs only. Invoice must be based on actual costs and supported by receipts.</p>		

Approved Approved with the following changes: _____ Denied for the following reasons: _____

Program Manager initials _____ Date _____

Contract Manager initials _____ Date _____

The following two scenarios are offered to assist you in completing the proration worksheet on Part III of the Request Form.

Scenario #1

The school nurse will be attending a non-*Network* sponsored training. You've looked at the agenda and determined that 100% of the training will cover NE for low-income audiences. The school nurse is funded by the *Network* at 50% FTE and is listed as such on the budget justification. The projected costs for the nurse to attend the conference are as follows:

Registration:	\$100
Mileage (at 56.5 cents/mile):	\$27
Hotel:	\$94
Total Projected Cost:	\$221

Proration Worksheet		Attendee A	Attendee B	Attendee C
	Name and Position Title of Attendee Traveling (title must be listed on budget and SOW)	Sue Smith, School Nurse	N/A	N/A
A.	Total projected costs (non-prorated) (include registration fees, mileage, hotel, parking, tolls, per diem, airfare, etc.)	\$221		
B.	Percentage of agenda applicable to NE	100% or 1.0		
C.	First Proration (multiply row A x row B)	\$221 x 1.0 = \$221		
D.	Full-time equivalent (FTE) of attendee	50% or .50		
E.	Second Proration (multiply row C x row D)	\$221 x .50=\$111		
F.	Total Projected Cost for Reimbursement (sum of amounts in Row E)	\$111	Note: These are projected costs only. Invoice must be based on actual costs and supported by receipts.	

Scenario #2

The project coordinator will present a non-*Network* sponsored workshop. You've looked at the agenda and determined that 50% of the workshop will cover NE for low income audiences. The project coordinator is funded by the *Network* at 60% FTE and is listed as such on the budget justification. The projected costs for the project coordinator to attend the conference are as follows:

Registration:	\$100
Airfare:	\$216
Taxi:	\$35
Hotel:	\$94
Total Projected Cost:	\$445

Proration Worksheet		Attendee A	Attendee B	Attendee C
	Name and Position Title of Attendee Traveling (title must be listed on budget and SOW)	Mike Brown, Project Coordinator	N/A	N/A
A.	Total projected costs (non-prorated) (include registration fees, mileage, hotel, parking, tolls, per diem, airfare, etc.)	\$445		
B.	Percentage of agenda applicable to NE	50% or .50		
C.	First Proration (multiply row A x row B)	\$445 x .50 = \$223		
D.	Full-time equivalent (FTE) of attendee	60% or .60		
E.	Second Proration (multiply row C x row D)	\$223 x .60=\$134		
F.	Total Projected Cost for Reimbursement (sum of amounts in Row E)	\$134	Note: These are projected costs only. Invoice must be based on actual costs and supported by receipts.	

My AGENCY

My POSITION

Amador County Public Health

(1) Admin, (2) Comm Liason, (3) Finance, (4) Proj Coordinator

LHD FFY 2014 Training-Based Travel Worksheet

Based on Proposed FFY 2014 'IN PERSON' Trainings & Locations

Proposed In Person TRAININGS/MEETINGS	NEED or WANT to SNAP-Ed	BASIC or ADVANCED	Preferred LOCATION	# DAYS	# STAFF	Lodging estimate	Airfare estimate	Mileage estimate
NEOP Statewide Collaborative <i>* Includes pre or post training</i>	<i>Network Sponsored</i>		Sacramento May 2014	2+1	1	362.9	0	440
CCLHDN Membership Mtg. & Leadership Forum	<input type="checkbox"/> NEED <input type="checkbox"/> Want	N/A	<input type="checkbox"/> No. CA <input type="checkbox"/> So. CA	2				
FANOUT Meetings (Quarterly)	<input type="checkbox"/> NEED <input type="checkbox"/> Want	N/A	Sacramento	4				
Other	<input type="checkbox"/> NEED <input type="checkbox"/> Want	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	<input type="checkbox"/> No. CA <input type="checkbox"/> So. CA					

My AGENCY

Amador County Public Health

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Proposed LHD Webinar Training Topics for FFY 2014

Please check boxes and fill in the blanks to show your needs and preferences

				TRAINING TOPICS (proposed Webinars in FFY14)									TRAINING TOPICS (proposed Webinars in FFY14)				
NEED	Want	Don't Want	Basic or Advanced						NEED	Want	Don't Want	Basic or Advanced					
				Administrative & Fiscal									Communications & Media				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input checked="" type="checkbox"/> Advanced	Subcontracting SNAP-Ed for LHDs					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input checked="" type="checkbox"/> Advanced	Network Branding & Writing for Low Literacy				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	CDPH Contract Amendments for LHDs					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input checked="" type="checkbox"/> Advanced	Framing a Systems Approach to NEOP				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	LHD Progress Report Training					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other				
				Evaluation									Communities of Excellence - CX3				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Geographic Information System (GIS)					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	CX ³ Outdoor, Mobile Vending, Food Banks, Emergency Outlets				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Impact and Outcome Training (IOE)					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	CX ³ - How To Read Your Data				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Activity Tracking Form Training (ATF)					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	CX ³ - How to Use Communications Tools				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Measuring PSE Changes					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	CX ³ - Implementation Plan Strategies				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other				
				Integrated Initiatives									Key Channels				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Community Engagement					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Ethnic Communities				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Peer to Peer (promotora)					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Faith Organizations				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Physical Activity					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Health Care Providers				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Policy Systems & Environmental Change					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Quick Service Restaurants				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Rethink Your Drink					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Retail & Corner Stores				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Youth Engagement					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Worksite				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other				
				Leadership & Partnership									Schools & Youth Serving Organizations				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Community Nutrition Action Plans					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Early Childhood Care & Education Sites				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Facilitating Collaborative Partnerships					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	School/Afterschool Initiatives				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Partnering to Advance Policy					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Safe Routes to School				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Joint Use Agreements					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Youth Engagement				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Strengthening Food Policy Councils					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Power Play!				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other				
				Skills & Tools									Other				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Advanced	Community Toolbox					<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input checked="" type="checkbox"/> Advanced	LHD Programmatic Orientation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Food Safety Demonstration					<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input checked="" type="checkbox"/> Advanced	Network for a Healthy California Orientation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Harvest of the Month (HOTM)					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Basic <input type="checkbox"/> Advanced	Other				

My AGENCY

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Amador County Public Health

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Proposed LHD Webinar Training Topics for FFY 2014

Please check boxes and fill in the blanks to show your needs and preferences

NEED	Want	Don't Want	Basic	Advanced	TRAINING TOPICS (proposed Webinars In FFY14)	NEED	Want	Don't Want	Basic	Advanced	TRAINING TOPICS (proposed Webinars In FFY14)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other

EXHIBIT A1

**DELIVERABLES FOR LOCAL
HEALTH DEPARTMENT GRANTS**

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
NUTRITION EDUCATION AND OBESITY PREVENTION (NEOP) BRANCH
Deliverables for Local Health Department Grants
FFY 2014-2016**

GRANT AGREEMENT NUMBER 13-20115

GOAL: Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) participants and those eligible up to 185 percent Federal Poverty Level (FPL) are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity. These are the behavioral outcomes that the United States Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

Objective 1: Consumption and Access to Healthy Foods - Fruit and Vegetables

Annually, as measured by statewide surveys and other surveillance systems, the percent of eligible Californian adults, teens, and children consuming fruits and vegetables will increase (measured as at least five servings of fruit and vegetables a day, two servings of fruit/day, and three servings of vegetables/day).

Objective 2: Consumption and Access to Healthy Beverages and Reduced Consumption of Unhealthy Beverages

Annually, as measured by statewide surveys and other surveillance systems, the percent of eligible Californian adults, teens, and children consuming low fat/nonfat milk and water will increase and consuming sugary beverages will decrease

Objective 3: Physical Activity and Sedentary Behavior

Annually, as measured by statewide surveys and other surveillance systems, the percent of eligible California adults, teens, and children who meet their respective age-level goals for physical activity will increase and the percent of youth who report watching two or fewer hours of television a day will increase

Objective 4 - Environmental Supports for Nutrition Education

Annually, as measured by policy/systems/environmental change reports, at least 50 percent of local health departments will report successful implementation of one (or more place-based nutrition and physical activity standard(s) or environmental support(s) to nutrition education.

DELIVERABLES/OUTCOME MEASURES: Local Health Departments (LHDs) are required to deliver SNAP-Ed services that use nutrition education, health promotion, and intervention strategies; comprehensive, multi-level interventions at multiple complementary organizational and institutional levels; and community and public health approaches to improve nutrition. To insure that the California Department of Public Health (CDPH) meets its statewide SNAP-Ed objectives, the Local Health Department (LHD) are responsible for meeting USDA assurances and the following checked

	C) "Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention" (CX ³) or other evidence-based community assessment, including a plan for achieving identified changes, and resulting changes produced.	<input type="checkbox"/>
	D) Any presentation to decision makers of CX ³ or other community assessment findings along with (a) proposal(s) for action and an implemented action plan(s) for achieving the identified changes developed through full or modified consensus by community members and partners.	<input type="checkbox"/>
Deliverable 4	As applicable, report on successful implementation of Policy/ Systems/ Environmental Change (PSE) processes, including reach, effectiveness (outcomes), adoption, implementation, maintenance, and challenges faced, means used to overcome them, and next steps. Include copy/description of policy change enacted, system altered and/or photographs of environmental change made to improve access to healthy foods and beverages and to improve opportunities for physical activity.	<input type="checkbox"/>
Deliverable 5	Quarterly Expense documenting all expenses incurred during the quarter with the ability to provide back-up documentation for one quarter's expenses in sufficient detail to allow CDPH to ascertain compliance with USDA grant rules for allowable expenses. Likewise, provide Quarterly Progress Reports describing in detail the program activities conducted during the quarter, and the ability to provide source documentation in sufficient detail to support the reported activities.	<input checked="" type="checkbox"/>
Deliverable 6	Evaluation of a minimum series of five nutrition education classes using practice or evidence-based lessons using the <i>Network's</i> standard pre/post-test Impact/Outcome evaluation design focused on behaviorally focused outcomes for a specified number of individuals. (Note: Required only for LHDs receiving ≥ \$350,000 in the base grant)	<input type="checkbox"/>

EXHIBIT B
BUDGET DETAIL

Budget Coversheet

Prime Grantee Name:
Grant Number:

Amador County Health and Human Services
13-20115

Position Title * Job Descriptions for each position can be found on the Job Descriptions tab.	Position Names	Description of Job Duties		FTEs charged to SNAP-Ed	Total Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Benefits *Total SNAP-Ed Salary X Benefit Rate	SNAP-Ed Salary, Benefits and Wages, Federal Dollars only
		% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1 Accountant/Finance Analyst - Sr. Finance Asst.	P Edmunds	100.00%	0.00%	0.15	\$51,887.00	\$7,783.05	13.636%	\$1,061.30	\$8,844.35
3 Administrator (e.g., Director of Programs) - Public Health Nurse Supervisor	C Vaccarezza	100.00%	0.00%	0.1	\$91,329.00	\$9,132.90	33.014%	\$3,015.14	\$12,148.04
6 Community Liaison - Outreach Technician	N Joyner	0.00%	100.00%	0.1	\$55,269.00	\$5,526.90	57.842%	\$3,196.87	\$8,723.77
6 Community Liaison - Outreach Technician	D Jackson	0.00%	100.00%	0.1	\$53,912.00	\$5,391.20	74.846%	\$4,035.10	\$9,426.30
27 Project Coordinator - Health Educator	D Evensen	100.00%	0.00%	0.1	\$70,825.00	\$7,082.50	54.509%	\$3,860.60	\$10,943.10
20 Nurse/Nurse Supervisor/Nurse Aide RN - PHN II	TBD	50.00%	50.00%	0.1	\$68,737.00	\$6,873.70	34.993%	\$2,405.31	\$9,279.01
Totals:		350.00%	250.00%	0.65	\$391,959.00	\$41,790.25		\$17,574.32	\$59,364.57

Definition and basis for calculations of benefit rate(s):
Benefit's include County portion of Retirement, FICA, Medicare Tax, Employee Group Insurance, and Workers Comp.

Budget Coversheet

Prime Grantee Name: Amador County Health and Human Services
 Grant Number: 13-20115

Operating Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	Months	Total
Rent	Based on Program FTE	\$1,028.00	12.00	1.00	\$12,336.00
Office Supplies	Such as paper, pens, pencils, ink, folders, etc.	\$100.00	1.00	1.00	\$100.00
Thumb Drives	External data device	\$25.00	5.00	1.00	\$125.00
Postage	Mailing brochures, Flyers, etc.	\$0.46	2000.00	1.00	\$920.00
Total Operating Expenses:					\$13,481.00

Equipment Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	FTE	Total
K1 Duralite Folding Table	Sand Top 30"W x 72"L folding table (plus tax)	\$253.00	1.00	1.00	\$253.00
Alera Folding Chairs	Steel Folding Chairs w/Padded Seat - 4 ct (plus tax)	\$91.98	1.00	1.00	\$91.98
Exhibitor Series Literature	Display board - Fold into wheeled cart for transportation (plus tax)	\$183.00	1.00	1.00	\$183.00
Showgder Literature Cart	Folding cart on wheels for transportation (plus tax)	\$63.00	1.00	1.00	\$63.00
Total Equipment Expenses:					\$590.98

Travel and Per Diem

Travel/Position Title	Location	Trips	FTE	Days	Nights	Per Diem	Lodging*	Air	Miles	Reg. Fee	Other	Total
NSC meet/Project Coordinator	Sacramento	2	1	2	1	\$40.00	\$94.00		110.00		\$24.00	\$520.30
NSC meet/Contract Manager	Sacramento	2	1	2	1	\$40.00	\$94.00		110.00		\$24.00	\$520.30
LHD Proj Coord Meet/Proj Coordinator	Sacramento	1	1	1.5	1	\$40.00	\$94.00		110.00		\$24.00	\$240.15
LHD Proj Coord Meet/Proj Coordinator	Sacramento	1	1	1					110.00		\$12.00	\$74.15
Netwk Conference/#1 Outreach	Sacramento	1	1	2	1	\$40.00	\$94.00		110.00		\$24.00	\$260.15
Netwk Conference/#2 Outreach	Sacramento	1	1	2	1	\$40.00	\$94.00		110.00		\$24.00	\$260.15
Techs	Amador	1	1								\$600.00	\$600.00
In-County Travel	Amador	1	1								\$600.00	\$600.00
Total Travel and Per Diem:											\$2,475.20	

* Lodging costs include taxes. Reimbursement at CalHR rates.

Budget Coversheet

Sub Grant(s)

Name	Description/Justification	Total
A	NA	
Total Sub Grant(s):		\$0:00

Other Costs

Budget Item	Description/Justification	Unit Cost	Quantity	Misc.	Total
SOPHE	Membership based on Program FTE	\$42.50	1.00	1.00	\$42.50
Education Material	Such as: Flavors of My Kitchen, Everyday Healthy Meals, Fruit + Veg. Balloons, Be Active Poster, Shape of Yoga, Farm to Table Activity Book, Help Kids Power Up with Fruit and Veg, also in Spanish, 10 Tips Nutrition Ed. Series posters, etc. (misc. counts and prices-not to exceed \$5000)	\$5,000.00	1.00	1.00	\$5,000.00
APHA	Membership based on Program FTE	\$60.00	1.00	1.00	\$60.00
Total Other Costs:					\$5,102.50

Indirect Costs

Calculation Method	%	\$ of Method	Total
Salaries & Fringe	15.00%	\$59,365.00	\$8,904.75
Total Indirect Costs:			\$8,904.75

Total Budget:	\$89,919.00
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EXHIBIT C
STANDARD GRANT CONDITIONS

EXHIBIT C
STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the

provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT ACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
 - Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - Establish separate accounts which will adequately and accurately depict all

amounts received and expended on this Project, including all grant funds received under this Grant;

- Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. RELATED LITIGATION: Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, County of Sacramento, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

EXHIBIT D
FEDERAL PROVISIONS

Special Terms and Conditions

(For federally funded Grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions

1. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Grantee/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. **Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. **Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. **Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or

tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Amador County Public Health

Name of Grantee

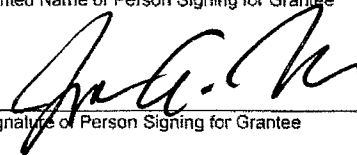
James Foley

Printed Name of Person Signing for Grantee

#13-20115

Contract / Grant Number

Signature of Person Signing for Grantee



9/3/13

Date

Health and Human Services Director

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Nutrition Education and Obesity Prevention Program
P.O. Box 997377, MS 7204
Sacramento, CA 95899-7377

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT E
ADDITIONAL PROVISIONS

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011)
<http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>
 2. *Network for a Healthy California* Program Letters and any revisions thereto.
<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>
 3. United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance. (Revision Date FFY 2014)
<http://snap.nal.usda.gov/snap/Guidance/FY2014SNAP-EdGuidance.pdf>
 4. *Network for a Healthy California* Local Health Department Funding Application Packet FFY 2014 – Including all the requirements and Attachments contained therein
<http://www.cdph.ca.gov/programs/cpns/Pages/Network-LHDFAP2014.aspx>

2. Cancellation / Termination

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Grantee may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this agreement or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses

**Exhibit E
Additional Provisions**

- incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this agreement, whether finished or in progress on the termination date.
 - G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
 - H. Upon receipt of notification of termination of this agreement, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the agreement Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
 - I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the agreement.

3. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

4. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

Exhibit E
Additional Provisions

- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

5. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set

Exhibit E
Additional Provisions

forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Program Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

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:	
09/10/13	

To: **Board of Supervisors**

Date: September 3, 2013

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

Phone Ext. X759

Department Head Signature

Agenda Title: Cheryl Clark First Amendment to Grazing Land Lease Approval

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

In accordance with agreed upon term and conditions is the attached First Amendment to the Grazing Land Lease Agreement with Cheryl Clark for the following property; APN 005-020-015.

Recommendation/Requested Action:

Approve the First Amendment to the Grazing Land Lease with Cheryl Clark

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: Attached - First Amendment

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)

GSA-Jon Hopkins Risk

FOR CLERK USE ONLY

Meeting Date September 10, 2013 Time 9 a.m. Item # 4D

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

FIRST AMENDMENT TO
GRAZING LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE GRAZING LAND LEASE AGREEMENT (this "First Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and **Cheryl Clark**, ("Lessee").

RECITALS

A. County and Lessee executed a Grazing Land Lease Agreement for certain property owned by the County of Amador dated December 14, 2010. The Lease Agreement is referred to herein as the "Original Agreement."

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

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 of the Original Agreement "TERM" is amended by changing it to read as follows:

"The term of this lease shall commence on July 1, 2013 and shall continue for a period of five (5) years, through June 30, 2018 unless terminated pursuant to the terms of this lease."

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

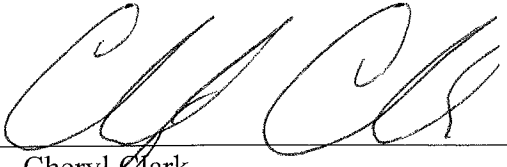
[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY:

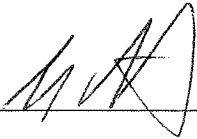
LESSEE:

BY: _____
Richard Forster
Chairman, Board of Supervisors

BY:  _____
Cheryl Clark

APPROVED AS TO FORM:
GREG GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____
Deputy

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
September 10, 2013	

To: **Board of Supervisors**
 Date: September 4, 2013

Agmt

Phone Ext. 759

From: Jon Hopkins, GSA Director
 (Department Head please type)

Department Head Signature *[Signature]*

Agenda Title: Airport Layout Plan Approval

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 FAA approval of the Airport Layout Plan is required whenever changes are made to this plan. The ALP has been updated to show five proposed new large hangars North of the existing fuel system.

Recommendation/Requested Action:
Approve the Airport Layout Plan and authorize the chairman to sign the Airport Layout Plan

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

Is a 4/5ths vote required? Yes No

Committee Review? N/A
 Name _____
 Committee Recommendation: _____

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

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date September 10, 2013 Time 9 a.m. Item # 4E

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

Distributed on _____
 Completed by _____

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

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

ATTEST: _____
 Clerk or Deputy Board Clerk

Save

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: September 4, 2013

Agmt

From: Diane Blanc, Director of Human Resources
(Department Head - please type)

Phone Ext. 456

<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>September 10, 2013</u>	

Department Head Signature 

Agenda Title: CSAC EIA Memorandum of Understanding Dental Program

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
CSAC EIA Memorandum of Understanding relative to the Dental Program through CSAC EIA. This item was presented to the Board on July 12, 2013 as one of the recommendations of the Health Benefits Advisory Committee

Recommendation/Requested Action:

Please Authorize the Chairman to sign

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

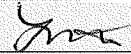
Committee Review? N/A

Name Health Benefits Advisory Committee

Committee Recommendation:
Authorize Chairman to sign

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 September 10, 2013 Time 9 a.m. Item # 4F

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
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



Adopted: October 26, 2009

MEMORANDUM OF UNDERSTANDING DENTAL PROGRAM

This Memorandum of Understanding (hereinafter "Memorandum") is entered into by and between the CSAC Excess Insurance Authority (hereafter "Authority") and the participating entities (hereafter Members) that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the Dental Program (hereafter "Program").
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereafter "Agreement"), and all other provisions of the Agreement not in conflict with this Memorandum shall apply.
3. **PURPOSE.** The Program is formed for the purpose of establishing a self-insured pool and group purchase pool for administrative services related to the Program.
4. **GOVERNING COMMITTEE.** The EIA Employee Benefits Committee (hereafter "Committee") shall have full authority to determine all matters affecting the Program and its members, including, but not limited to, approval of new members, and premium/rate setting. A majority of members of the Committee must be members of the Program.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions.

The Committee when necessary to fulfill the purposes of this Memorandum, shall meet on the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of the Authority (hereinafter referred to as the "Bylaws").

Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

5. **PREMIUM.** Initial premiums upon entry into the Program for both Pool members and Self-Insured Members shall be established by Delta Dental of California (hereafter "Delta Dental") in consultation with the Committee, actuaries and/or other consultants.
6. **MEMBERSHIP.** Membership in the Program consists of either of the following:
 - a. A "Pool Member" is defined as a Member who joins the Program and is part of the self-insured pooled Program, or
 - b. A "Self-Insured Member" is defined as a member who participates in the group purchase Program for administrative services and is fully responsible for their own dental Program.
7. **MINIMUM PARTICIPATION LEVEL.** The Committee shall establish a minimum participation level in order for the Program to become effective. The Memorandum shall not be binding upon any Member unless the minimum level of participation is reached to begin the Program. This Memorandum shall remain in force should the participation level subsequently fall below the minimum established by the Committee.
8. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. Participation in the Program may be in either the Self-Insured Pool or the Group Purchase Pool. A Member shall be entitled to participate in the Program until it has withdrawn in accordance with the provisions of paragraph 17 of this Memorandum.
9. **RENEWALS.** Renewal rate action will be determined by the Committee with assistance from Delta Dental, actuarial or other consultants for the Pool Members. The renewal action for the Self-Insured Member will be determined by the Member in conjunction with assistance from Delta Dental, actuaries and/or other consultants. Pool Members that have Legacy Premium Stabilization Funds (see paragraph 11.a.) may use those funds to offset renewal rate increases.
10. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least 30 days prior to effective date of any such change.

Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Committee,

any Member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

11. **PREMIUM STABILIZATION FUNDS.** Premium Stabilization Funds as set forth apply only to Pool MEMBERS.
 - a. Legacy Premium Stabilization Fund. Current Delta Dental Member who are fully insured with Delta Dental are required to have their stabilization funds (if any) transferred to the EIA upon entry into the Program. These funds will be accounted for individually for the Member's use. If the Member leaves the Program with a fund balance remaining, those funds remain in the Program and the Member has no equity rights to those funds.
 - b. Program Premium Stabilization Fund. The Program Stabilization Fund shall consist of accumulated excess reserves (in excess of the required Incurred But Not Reported (IBNR) and margin requirements) generated by the Program with all years combined on a go forward basis. The Committee shall have authority to determine the use of these funds. These funds are not Member specific and they are separate from the Legacy Premium Stabilization Funds
12. **STABILIZATION INTEREST.** Interest generated by both premium stabilization funds are available for the Committee to use for any purpose, including administrative fees, rate offsets, or claim payments.
13. **DIVIDENDS AND ASSESSMENTS (Applicable to Pool Members Only).** Should the Program not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
 - a. Any dividends or assessments shall be based upon the preceding three years of percent of contribution for losses for Pooled Members only.
 - b. Self-Insured Members shall not be eligible for dividends or assessments.
14. **APPROVAL OF NEW MEMBERS – APPLICATION TO THE PROGRAM.** Any public entity wishing to become a Member of the Program shall make application

- to and be approved by a majority vote of the Committee in a manner prescribed by them. The Committee shall develop specific criteria for accepting new members.
15. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by Delta Dental to each individual Member and Delta Dental shall determine coverage for each Member in the Program. Coverage shall be governed in accordance with these documents. Any changes to the benefits are as determined by the Member subject to Delta Dental, Committee, actuarial, and/or other consultants pricing requirements.
 16. **CLAIMS ADMINISTRATION.** The Committee shall authorize the retention of the services of Delta Dental to provide claims services for the Program.
 17. **WITHDRAWAL.** Withdrawal of a Member from the Program shall be as follows:
 - a. Pool Member. After becoming a participant in the Program a Pool Member may withdraw from the Program at the end of a policy year only if it provides the AUTHORITY with sixty (60) days written notice prior to the end of the policy year.
 - b. Self-Insured Member. After becoming a participant in the Program a Self Insured Member may withdraw from the Program at the end of their specific policy year period by giving the Authority sixty (60) days written notice prior to the end of their specific policy year period.
 18. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as liaison with the Authority and Delta Dental and between the Member and the Authority's and Delta Dental's designated representative
 19. **DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum, however, all final determinations shall be in accordance with Article 31 of the AGREEMENT.
 20. **ADMINISTRATION COSTS.** The Authority shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the Program shall be determined through the Authority's budget process. The source of the funds for the Program will be administrative charges, interest earnings or a combination of both.

21. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.
22. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
23. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee and signature on the Memorandum by the Member's designated representative, or alternate who shall have authority to execute this Memorandum.
24. **EFFECTIVE DATE.** This Memorandum shall become effective on the first effective date of coverage for the Member and upon approval by the Committee and the signing of this agreement by the Members and Chief Executive Officer of the Authority.
25. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed the Memorandum as of the date set forth below.

Dated: October 26, 2009



CSAC Excess Insurance Authority
Michael D. Fleming, Chief Executive Officer

Dated: _____

Name _____

Member Entity Amador County
Richard M. Forster, Chairman, Board of Supervisors

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: September 4, 2013

Ord.

From: Michael Israel
(Department Head - please type)

Phone Ext. 536

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

Meeting Date Requested:

September 10, 2013

Department Head Signature Michael Israel

Agenda Title: Amendment to Chapter 14.06, Amador County Code, Regarding Well Drilling Permits and Standards

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
The proposed ordinance amends existing Chapter 14.06 to identify the Environmental Health Department and Environmental Health Director in the role of oversight, establishes yield and/or storage requirements for water wells supporting new construction, establishes nitrate and bacteriological analysis of water supply wells and clarifies work to be performed by appropriately licensed contractors.

Recommendation/Requested Action:

Adopt ordinance

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 [Signature]

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

Environmental Health;

FOR CLERK USE ONLY

Meeting Date September 10, 2013

Time 9 a.m.

Item # 5A

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save ...

AN ORDINANCE REPEALING CHAPTER 14.06 OF THE AMADOR COUNTY CODE AND ADDING A NEW CHAPTER 14.06 OF THE AMADOR COUNTY CODE RELATING TO WELL DRILLING PERMITS AND STANDARDS

The Board of Supervisors of the County of Amador, State of California, ordains as follows:

SECTION 1. Chapter 14.06 of the Amador County Code is hereby repealed in its entirety.

SECTION 2. A new Chapter 14.06 is hereby added to the Amador County Code which shall read as follows:

14.06.010 Adoption by reference of State Department of Water Resources Bulletin.

The State Department of Water Resources Bulletin Number 74-81, as supplemented by 74-90, entitled "Water Well Standards: State of California," are adopted by reference as a part of this chapter.

14.06.015 Work defined.

For the purposes of this Chapter "work" shall be defined as construction, repair (excluding installation of or repairs to pumps, telemetry or other electric parts), deepening, rehabilitation or destruction of any well.

14.06.020 Permit required.

Except as otherwise provided in this chapter, it is unlawful for any person to work on any well unless that person is an appropriately licensed contractor and a permit has been obtained to do so from the Environmental Health Department (Department).

14.06.030 Posting of permit on premises.

A copy of the permit required under this chapter shall be maintained at all times in a conspicuous place on the site while work on a well is carried out.

14.06.040 Permit application.

Application for permits required under this chapter shall be made on forms furnished by the department and shall contain such information as the department may require, including, but not limited to:

- A. A plot plan showing the location of the proposed well with respect to the following items within a radius of two hundred feet from the proposed well:
1. Property lines,
 2. Sewer piping,
 3. Location of existing on-site sewage system,
 4. Location of proposed permitted on-site sewage system,
 5. All intermittent or perennial natural or artificial bodies of water or watercourses,
 6. The approximate drainage pattern of the property,

7. Other wells,
 8. Existing structures,
 9. Utility easements;
- B. The location of the property (assessor's parcel number/ vicinity maps);
- C. The name and contractor license number of the person who will work on the well;
- D. The proposed use of the well;
- E. Where the proposed work is the destruction of a well, the following information, if available:
1. Total depth of well,
 2. Depth of casing,
 3. Depth of any casing perforations,
 4. Well log,
 5. Description of proposed method of destruction;
- F. Other information as may be necessary to determine if the underground water will be adequately protected.

14.06.050 Provisions for sewage disposal.

Where the well is to serve a dwelling or other structure requiring on-site sewage disposal, an on-site sewage disposal permit shall be issued prior to the issuance of a well permit.

14.06.055 Production requirements for water supply wells

- A. Where the well is a water supply to serve a new single family dwelling no storage shall be required if and when rated well

yield, based on a minimum 30 minute air lift test, is five (5) gallons per minute or greater. If the rated yield is from one half (1/2) to less than five (5) gallons per minute, a minimum of 2,000 gallons storage shall be provided in addition to any storage required by applicable fire regulation requirements. If the rated yield is less than one half (1/2) gallon per minute the well shall not be considered adequate to support a single family dwelling unless a proposal by a licensed well drilling contractor, licensed pump contractor or registered professional engineer has been submitted for review and approved by the Department proposing storage or other design features that must be implemented as a condition of well permit final approval.

B. Where the well is a water supply to serve two, three or four dwellings, the minimum required yield shall be 10, 15 or 20 gpm, respectively. If the rated yield does not meet this standard a proposal by a registered professional engineer shall be submitted for review and approval by the Department proposing storage or other design features that must be implemented as a condition of well permit final approval.

C. Where the well is a water supply to serve non-residential or mixed uses the applicant shall retain a registered professional engineer to submit a proposal for review and approval by the Department describing water demand and proposing storage or other design features that must be implemented as a condition of well permit final approval.

D. This section shall not apply to wells intended solely for non-domestic use.

14.06.060 Permit application fee.

Any person desiring to secure a permit or approval required under this chapter shall pay a fee set by resolution of the Board of Supervisors. Such fee shall be payable to the health department upon the filing of an application for such a permit or approval.

14.06.070 Persons to whom permits shall be issued.

Permits shall be issued pursuant to this chapter only to a person holding a C-57 license issued in accordance with the provisions of Business and Professions Code 7000 et seq. or to the owner of the property or his authorized representative.

14.06.080 Conditions.

Permits shall be issued in compliance with standards provided in this chapter. Permits may also include any other conditions or requirements found by the Department to be necessary to protect public health, including, but not limited to, bacteriological and/or chemical analysis.

14.06.090 Grounds for refusal of permit.

The Department may refuse to issue a permit for any of the following reasons:

- A. The permit application is not complete or in proper form;

- B. The proposed work on the well would create a health hazard, aggravate a preexisting health hazard, or violate any of the standards established by this chapter;
- C. Failure to comply with reporting requirements set forth in Section 14.06.120.

14.06.100 Review and appeal.

Any person aggrieved by the refusal, revocation or suspension of a permit or the terms of a permit required by this chapter may appeal in writing to the Director of Environmental Health (Director). The appeal shall be filed with the Director within thirty calendar days after such refusal, revocation or suspension. The Director shall within twenty-one days review the appeal and render his decision in writing to the applicant. The appellant may appeal in writing the decision of the Director to the Board of Supervisors. The appeal shall be filed with the clerk of the Board of Supervisors within twenty-one days after the Director's decision. The Board of Supervisors shall schedule a hearing within thirty days after the filing of an appeal. The Board of Supervisors shall cause written notice to be mailed to the appellant specifying the date and time the appeal will be heard at least fifteen days before the hearing date. The hearing may be continued from time to time by the Board of Supervisors.

14.06.110 Completion and inspection of work.

- A. Permits shall be valid for a period of one year from the date of issuance and shall expire unless placement of the annular seal

has been completed and approved by the Department. An expired permit shall be of no further force or effect.

B. If the owner submits to the Department an application for a permit extension while the permit is still valid, the Department shall, at no charge, grant one extension of the permit for a period of one year for the sole purpose of allowing the owner to complete work on the well.

C. The well driller shall notify the Department upon completion of the work by submitting a copy of the well driller's report as provided in Water Code 13751 et seq. within thirty days, and no work shall be deemed completed until such notification has been received.

D. Prior to final approval of any permit for a water well intended for domestic use, the permittee shall submit to the Department for review and approval results of bacteriological and nitrate analysis of water produced by the well from a laboratory accredited by the California Environmental Laboratory Accreditation Program in the appropriate fields of testing. If analysis results for a water supply well indicate the presence of any coliform bacteria or nitrate in excess of 45 mg/l the permittee may be directed to resample the well. Upon request the Department shall sample the well with the permittee bearing the cost for laboratory fees and additional staff time, if any. A permit for a domestic well producing water which tests positive for coliform bacteria shall not receive final approval nor shall the well be considered a potable source for new construction. A permit for a domestic well producing water which exceeds the nitrate standard shall not receive final approval nor shall the well be considered a potable

source for new construction unless a treatment device from CDPH's list of devices certified for nitrate reduction is installed and demonstrated and a constructive notice statement is recorded that will disclose the condition in the event of title search.

E. A final inspection of the work shall be made by the Department after said completion report is received unless such inspection is waived in writing by the Department, and no permittee shall be deemed to have complied with this chapter until such inspection has been performed or waived and results of water analysis have been approved by the Department.

14.06.120 Emergency repairs.

In the event of an emergency, well repairs may be commenced without application for permit. "Emergency repairs" means repairs or replacement immediately necessary to protect the health, safety or welfare of any persons resulting from the failure or contamination of a water supply. All emergency repairs shall comply with the standards established by this chapter. Emergency repairs shall require retroactive approval by the Department. Within forty-eight hours, excluding holidays and weekends, of commencing emergency repairs, the person making such repairs shall file an application for emergency repairs. The application shall include the information required in Section 14.06.040 of this chapter, and shall also include a statement of facts constituting the emergency necessitating the repairs. An inspection of the work shall be made by the Department unless such inspection is waived.

14.06.130 Revocation or suspension.

A permit issued hereunder may be revoked or suspended by the Department if it is determined that a violation of this chapter exists. The Department's decision may be appealed as set forth in this chapter.

14.06.140 Persons permitted to drill a well.

Wells shall be worked on only by a person holding a C-57 license issued in accordance with Business and Professions Code 7000 et seq.

14.06.150 Acts prohibited.

No person shall work on any well unless a permit has first been obtained from the Department as provided in this chapter, unless that person is an appropriately licensed contractor, and unless the work done conforms to the standards specified in this chapter and all the conditions of the permit. Any person who performs any work for which a permit is required by this chapter and who fails to obtain such permit prior to commencing work permitted by this chapter shall be in violation of this chapter.

14.06.160 Notification and inspections.

The Department shall make inspections for the purpose of enforcing the provisions of this chapter. No permittee shall be deemed to have complied with this chapter until any such inspection has been made or waived in writing, and installation approved. The well driller shall notify the Department twenty-four hours (excluding weekends and holidays) in

advance of working on the well, including drilling the well, placing the annular seal of any well, or destroying a well.

14.06.170 Standards for wells.

Standards for the location, construction, and work on wells shall be as set forth in Chapter II of the State Department of Water Resource Bulletins 74-81 and 74-90 entitled "Water Well Standards: State of California."

14.06.180 Well setbacks.

In addition to the horizontal distances set forth in the "Water Well Standards," wells shall be located a minimum of ten feet from property lines except that a minimum distance of fifty feet shall be required on parcels created after October 14, 1987 (the effective date of Ordinance No. 1148).

14.06.190 Qualifications for performing well tests.

For the purpose of this chapter, pump tests shall be conducted by persons possessing a C-57 or C-61-D21 license or other persons qualified by training or experience, in the opinion of the Department, to perform such tests.

14.06.200 Water storage facilities.

Water storage tanks intended for domestic water supply systems shall be designed and constructed for potable water use and approved according to the Uniform Plumbing Code. Such tanks shall be installed as per manufacturer's specifications.

14.06.210 Sections not applicable to existing wells.

Wells constructed prior to the adoption of this chapter shall not be subject to the provisions of this chapter unless work thereon includes deepening, reconstructing, rehabilitating or extensive remodeling.

14.06.220 Prohibition of well pits.

Well pits are prohibited unless prior approval relating to design and construction is granted by the Department.

14.06.230 Disinfection of wells.

All new wells shall be provided with a pipe or other effective means by which disinfectants can be introduced into the well. Newly constructed or repaired wells, distribution systems and pumps, shall be chlorinated with sufficient chlorine solution of at least fifty ppm available chlorine and held for at least twenty-four hours or an equivalent method of disinfection satisfactory to the Department.

14.06.240 Qualifications of pump installers.

For the purpose of this chapter, pumps and their appurtenances shall be installed by the property owner or their authorized representative, by persons possessing a C-57 or C-61-D21 license, or by other persons qualified by training or experience in the opinion of the health department to make such installation.

14.06.250 Out of service wells.

Any out of service well, for which the owner has declared an intent to use at a later date, shall be maintained by the owner in a manner in which no defects shall impair the quality of the water or water-bearing formations. All such wells shall be capped with a tamperproof, watertight seal and shall be marked so as to be easily seen and shall otherwise meet the requirements of this chapter.

14.06.260 Abandoned wells.

Any well which has been abandoned, or which has fallen into a state of disrepair which may result in the impairment of the quality of the groundwater, or which constitutes a safety hazard shall be destroyed. Abandoned wells shall be destroyed as set forth in applicable portions of Chapter II of the State Department of Water Resource Bulletins 74-81 and 74-90 entitled "Water Well Standards: State of California."

14.06.270 Uses prohibited.

No well shall, at any time, be used for the disposal of any material which may adversely impact any aquifer or result in a potential health hazard.

14.06.280 Stop work order.

Whenever any well construction, destruction or repair work is being done contrary to the requirements of this chapter, the Department shall order the work stopped by posting a notice to do so at the well site and/or by notifying the contractor. Work shall not be resumed until authorization is received from the Department.

14.06.290 Regulations.

The Department is authorized to propose for adoption by the Board of Supervisors such regulations and standards as deemed necessary for the protection of the public health with respect to the construction, repair and abandonment of wells, consistent with the provisions of this chapter.

14.06.300 Enforcement and penalty for violation--Injunction and abatement.

A. Any person violating any provision of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding five hundred dollars, or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

B. Violation of any provision of this chapter constitutes a public nuisance subject to abatement and injunctive relief in accordance with the law.

SECTION 3. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on _____ and on _____ further reading was waived by the unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper _____ published in the County of Amador.

On a motion by Supervisor _____, the foregoing ordinance was adopted by the Board of Supervisors of the County of Amador on the _____ day of _____, 201____, by the

Vote
4 - RF, TN, LB, JP
1 - BO
0

Supervisor _____ adopted by a majority of the Board of Supervisors on this _____ day of _____, 201____.

AYES: _____ Supervisors,
NOES: _____ Supervisors,
ABSENT: _____ Supervisors,

Chairperson of the Board of Supervisors
of Amador County California

ATTEST: _____
Clerk of the Board of Supervisors

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: September 4, 2012

Misc.

From: Diane Blanc

Phone Ext. 473

(Department Head - please type)

Department Head Signature _____

[Signature]

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>09/10/13</u>	

Agenda Title: Reclassification Request: IHSS Registry Coordinator to IHSS Public Authority Manager

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Request to approve (acting as the IHSS Governing Board) the reclassification of the position of Registry Coordinator for the IHSS Public Authority to the position of Public Authority Manager for the IHSS Public Authority and approve the new job description/ salary range for the Public Authority Manager position. The current IHSS Registry Coordinator (Diana Norlin) will be reclassified to the new Public Authority Manager position.

Recommendation/Requested Action: Elimination of IHSS Registry Coordinator position and establishment of IHSS Public Authority Manager position.

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts <u>IHSS Registry Coordinator position eliminated</u>
---	---

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

Request Reviewed by:

Chairman _____	Counsel _____
Auditor _____	GSA Director _____
CAO <i>[Signature]</i>	Risk Management <i>[Signature]</i>

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

FOR CLERK USE ONLY

Meeting Date <u>September 10, 2013</u>	Time <u>9 a.m.</u>	Item # <u>7A</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____ Comments: _____		

Distributed on _____	A new ATF is required from _____ 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

Save

IHSS Public Authority Manager

(Salary Range 2808/\$32.66 - \$39.70)

DEFINITION

This is a specialized position that plans, organizes, manages and coordinates the administrative and operational activities of the IHSS Public Authority.

DISTINGUISHING CHARACTERISTICS

The Public Authority Manager, under the direction of, and reporting to the Public Authority Governing Board, is responsible for the management and administration of the Public Authority; to include liaison to County departments; provide staff support to the Public Authority Advisory Committee; represent the Public Authority at the local and state level regarding Public Authority issues; responsible for compliance with all relevant County, State and Federal laws, regulations and agreements; and other duties as assigned.

REPORTS TO

- IHSS Governing Board
- County Administrative Officer

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF ESSENTIAL DUTIES

- Plan, organize, manage and coordinate the administrative and operational activities of the IHSS Public Authority; to establish and implement the Public Authority's objectives and standards; overall responsibility for the management and administration of the Public Authority day-to-day operations
- Assist in a range of tasks associated with fiscal accounting, board reports and special projects; prepare financial reports based on collected data
- Develop and maintain annual budget including monitoring revenues and expenditures, reviewing departmental claims, etc.
- Prepare and submit timely mandated reports pertaining to departmental functions as needed to comply with federal and state laws
- Provide coordination/liason with County Departments
- Oversee the day-to-day operations of the provider registry to include compliance with policy and procedure; database management; recruitment, screening, orientation and monitoring of IHSS providers to include criminal background checks; instruction in personal care services and use of equipment; interventions; terminations; recipient training and support services

- Serve as principal staff to the Public Authority Board of Governors and the Public Authority Advisory Committee; to include assisting in preparation, recording, sending out notices, agendas, and minutes of meetings
- Prepare and administer the Public Authority budget; prepare cost estimates/projections; monitor and control expenditures; verify billing and payments
- Implement overall policy goals, objectives and operating procedures for the delivery of services as outlined; to include management of Public Authority insurance policies
- Conducts IHSS recipient intakes, refer providers to recipient; conduct recipient follow-up; provide information to recipients about resources within the agency and community; make referrals to Adult Services as necessary; conduct IHSS inquiry into possible fraud and complete appropriate paperwork and fraud referral as necessary
- Develop, implement and manage administrative and program operations for overall effectiveness and compliance; implement improvements and modifications as necessary; adjust overall goals and objectives in response to program directives and/or client needs; act as team member for assigned projects
- Collaborate with appropriate departments and programs to secure advice, resources and technical services necessary to achieve goals and objectives in accordance with time frames and in compliance with pertinent guidelines and regulations
- Represent the Public Authority to other organizations, local communities, special interest groups, businesses, clients and the general public; act as primary resource regarding assigned programs; respond to inquiries; and promote the Department's mission and goals
- Establish and maintain open communications with other department programs and projects
- Perform related duties as required

SKILLS, KNOWLEDGE AND ABILITIES

Knowledge of:

- In-Home Support Services system in California and Public Authority laws, regulations and funding
- Federal, state and local laws, rules and regulations pertaining to programs assigned
- Modern office procedures, methods, and computer equipment
- Principles and practices of research, analysis and management
- Budgeting procedures and techniques

Ability to:

- Organize, implement and direct assigned program operations and activities
- Plan, coordinate, implement and evaluate the effectiveness of assigned programs
- Develop and recommend policies and procedures related to assigned operations
- Communicate clearly and concisely, both orally and in writing

Skilled In:

- On a continuous basis, know and understand all aspects of the job; intermittently analyze reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures
- Supervise, oversee and evaluate providers

TYPICAL PHYSICAL REQUIREMENTS

While performing the duties of this job the employee is regularly required to sit; talk and hear; frequently required to stand, walk and drive; occasionally required to use hands and fingers, handle or feel objects, tools and/or controls and to reach with hands and arms and to stoop, kneel or crouch.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment under both quiet and noisy conditions. Work may involve continuous contact with staff and the public.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE

Graduation from high school required, supplemented with college course work in social work, vocational rehabilitation, human resources management, or a closely related field. A Bachelor's Degree is preferred.

Any combination of training and experience which would provide the opportunity to acquire the required knowledge and abilities is acceptable. Four years of full-time experience in a public or private social services agency, community-based organization, health services or hospital, with at least two years in an administrative capacity, would provide such opportunity.

SPECIAL REQUIREMENTS

- Must complete a Department of Justice background check prior to appointment
- Must have a valid California Driver's License and proof of vehicle insurance