

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: November 3, 2014

Resol

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>11/25/2014</u>	

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

Phone Ext. 412

Department Head Signature *James Foley*

Agenda Title: Resolution and Agreement No. 14-90049 with the State Department of Health Care Services (DHCS) and Amador County Behavioral Health

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the Resolution and Agreement from the California Department of Health Care Services (DHCS)

This is a multi-year term of FY 2014-15 through 2016-17.

DHCS and Amador County Behavioral Health enter into this contract for the purpose of providing alcohol and drug services.

Recommendation/Requested Action:

Approval of Resolution, Agreement, signed Certification

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Is a 4/5ths vote required?

Yes No

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"/>

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor *EGJ*

GSA Director _____

CAO _____

Risk Management _____

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

Return certified Resolution, 3 Agreements & 1 Certification to Angie Grau. Agreement will be returned to BOS when DHCS signs

FOR CLERK USE ONLY

Meeting Date November 25, 2014 Time 9 a.m. Item # 39

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 _____		

Save

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

IN THE MATTER OF:

RESOLUTION APPROVING THE AGREEMENT)	RESOLUTION NO. 14-XXX
NO. 14-90049 BETWEEN THE STATE OF)	
CALIFORNIA DEPARTMENT OF HEALTH)	
CARE SERVICES (DHCS) AND AMADOR COUNTY)	
BEHAVIORAL HEALTH FOR SUBSTANCE USE)	
DISORDER (SUD) SERVICES FOR THE TERM OF)	
FISCAL YEARS 2014-15 THROUGH 2016-17)	

WHEREAS, this agreement is between the State of California Health and Human Services Agency, Department of Health Care Services (DHCS) and Amador County Behavioral Health; and

WHEREAS, this is a Multi-Year contract for Substance Use Disorder (SUD) services for Fiscal Year 2014-15 through Fiscal Year 2016-17 and;

WHEREAS, DHCS and Amador County Behavioral Health enter into this contract for the purpose of providing alcohol and drug services.

BE IT RESOLVED that the Amador County Board of Supervisors does hereby approve the State of California Health and human Service Agency, Department of Health Care Services Agreement for Substance use Disorder services with Amador County for Fiscal Year 2014-15 through Fiscal Year 2016-17

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 25th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

Theodore F. Novelli, Chairman

ATTEST:

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

Deputy

REGISTRATION NUMBER	AGREEMENT NUMBER
	14-90049

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

STATE AGENCY'S NAME	(Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services	
CONTRACTOR'S NAME	(Also referred to as Contractor)
County of Amador	
- The term of this Agreement is: July 1, 2014
 through June 30, 2017
- The maximum amount of this Agreement is: \$ 1,324,233
 One Million, Three Hundred Twenty-Four Thousand, Two Hundred Thirty-Three Dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A, Attachment I – Program Specifications	39 pages
Exhibit B – Budget Detail and Payment Provisions	20 pages
Exhibit B, Attachment I – Funding Amounts	1 page
Exhibit C * – General Terms and Conditions (GTC-610)	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions	26 pages
Exhibit E – Additional Provisions	4 pages
Exhibit G – Privacy and Information Security Provisions	31 pages
Exhibit G, Attachment I – Social Security Administration Agreement	66 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

CONTRACTOR		California Department of General Services Use Only <input checked="" type="checkbox"/> Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
County of Amador		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Theodore F. Novelli, Chairman, Board of Supervisors		
ADDRESS		
810 Court Street Jackson, CA 95642		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Health Care Services		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Christina Soares, Chief, Contracts and Purchasing Section		
ADDRESS		
1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213_DHCS (Rev. 01/13)

REGISTRATION NUMBER	AGREEMENT NUMBER 14-90049
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Department of Health Care Services	
CONTRACTOR'S NAME	(Also referred to as Contractor)
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CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
County of Amador		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Theodore F. Novelli, Chairman, Board of Supervisors		
ADDRESS		
810 Court Street Jackson, CA 95642		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Health Care Services		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Christina Soares, Chief, Contracts and Purchasing Section		
ADDRESS		
1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4

STANDARD AGREEMENT

STD 213_DHCS (Rev. 01/13)

REGISTRATION NUMBER

AGREEMENT NUMBER

14-90049

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

STATE AGENCY'S NAME

(Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

CONTRACTOR'S NAME

(Also referred to as Contractor)

County of Amador

2. The term of this Agreement is: July 1, 2014
through June 30, 2017

3. The maximum amount of this Agreement is: \$ 1,324,233
One Million, Three Hundred Twenty-Four Thousand, Two Hundred Thirty-Three Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

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These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Amador

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Theodore F. Novelli, Chairman, Board of Supervisors

ADDRESS

810 Court Street Jackson, CA 95642**STATE OF CALIFORNIA**

AGENCY NAME

Department of Health Care Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Christina Soares, Chief, Contracts and Purchasing Section

ADDRESS

1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413,
Sacramento, CA 95899-7413

*California Department of
General Services Use Only*

Exempt per: DGS memo dated
07/10/96 and Welfare and Institutions
Code 14087.4

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>		<i>Federal ID Number</i>	
County of Amador		94-6000505	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
Theodore F. Novelli, Chairman, 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.

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: November 13, 2013

Resal.

From: Susan Grijalva

Phone Ext. x380

(Department Head - please type)

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

Meeting Date Requested:

11/25/14

Department Head Signature *Susan Grijalva*

Agenda Title: Building Department: Agreement to Limit Use of Agricultural Structure for Norman Bruce McClenahan and Tina J. McClenahan

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

Norman Bruce McClenahan and Tina J. McClenahan have submitted an application for an Agricultural Exemption and has provided all of the necessary documents including a signed "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE" (attached) for recording as required by County Code Section 15.04.040. Subject property is located at 5011 Carbondale Rd., Plymouth Ca being APN 008-120-092-000.

Recommendation/Requested Action:

Adopt the resolution and authorize Chairman to sign the "Agreement to Limit Uses of Agricultural Structure".

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: _____

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor *EGJ*

GSA Director _____

CAO _____

Risk Management _____

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

When Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgement of the Chairman's signature.

FOR CLERK USE ONLY

Meeting Date November 25, 2014 Time 9 a.m. Item # 3H

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on

A new ATF is required from

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

Department

ATTEST: _____

Completed by

For meeting

Clerk or Deputy Board Clerk

of

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 14-xxx
STRUCTURE – NORMAN BRUCE MCCLENAHAN AND)
TINA J. MCCLENAHAN)

WHEREAS, Norman Bruce McClenahan and Tina J. McClenahan (“Owner”), desire to construct an agricultural structure on their property and have applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for an Agricultural Building Permit Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to Limit Uses of Agricultural Structure for Building Permit #AG01025 is required by Amador County Code Section 15.04.040 and was authorized by the Board of Supervisors at their November 25, 2014 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Section 15.04.040 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01025 by and between the County of Amador and Norman Bruce McClenahan and Tina J. McClenahan on the terms and conditions contained therein as it relates to Building Permit #AG01025.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 25th day of November, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Theodore F. Novelli
Chairman, Board of Supervisors

ATTEST:

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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 008-120-092-000
Site Address: 5011 Carbondale Rd.
Agricultural Building Permit Exemption No.:AG01025

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of November 25, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Norman Bruce McClenahan and Tina J. McClenahan, ("Owner").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

Being adjusted Parcel 2 (10.00 acres) as shown on a Record of Survey - Boundary Line Adjustment for William H. and Julie A. Swiston, recorded in Book 47 of Maps and Plats at page 62 on file in the Office of the Amador County Recorder.

Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

B. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Chapter 15.04 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

C. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

D. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.

3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.

3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.

6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER: Norman Bruce McClenahan and Tina J. McClenahan

BY: _____
Theodore F. Novelli
Chairman, Board of Supervisors

BY: _____
Norman Bruce McClenahan

BY: _____
Tina J. McClenahan

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

Deputy

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: October 29, 2014

Agmt

From: James Wegner
(Department Head - please type)

Phone Ext. 515

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

Meeting Date Requested:

11/25/14

Department Head Signature _____

Agenda Title: CDCR Services Agreement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 This is an agreement between the California Department of Corrections and Rehabilitation (CDCR) and the Amador County Sheriff's Office required by CDCR, after the fact, for housing inmate Raoul Schonton Rodriguez as a "safe keeper" The cost for housing inmates at Mule Creek State Prison is \$77.00 per day, per inmate.

Recommendation/Requested Action:

Approve and Authorize Chairman's signature on the agreement and the associated contractor clause

Fiscal Impacts (attach budget transfer form if appropriate)

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? Name _____ N/A

Comments: Agreement and contractor clause attached

Committee Recommendation: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor EJL _____ GSA Director _____

CAO _____ Risk Management _____

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

Sheriff's Office; Auditor

FOR CLERK USE ONLY

Meeting Date November 25, 2015 Time 9 a.m. Item # 4A

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 5600004881
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 California Department of Corrections and Rehabilitation
 CONTRACTOR'S NAME
 Amador County
- The term of this Agreement is: August 29, 2014 through June 30, 2016
- The maximum amount of this Agreement is: \$ 51,821.00 (Reimbursement to CDCR)
 Fifty One Thousand Eight Hundred Twenty One Dollars and No Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	11 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit B-1 – Rate Sheet	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	12 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Attachment 1 – Penal Code 4007	2 page(s)
Attachment 2 – Required Documents	1 page(s)
Attachment 3 – Allowable Property	2 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Amador County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Theodore Novelli, Chairman		
ADDRESS 700 Court Street, Jackson, CA 95642		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Bedeth Victorioso, Chief, Service Contracts Section		
ADDRESS 9838 Old Placerville Rd., Suite B-2, Sacramento, CA 95827		

Contract Prison Beds Scope of Work

I. INTRODUCTION

This Contract is entered into between the **California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and **Amador County** (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for a COUNTY Offender (**Inmate Rodriguez, Raoul Schonton**) pursuant to Penal Code section 4007 (Attachment 1). The CDCR operates or has access to institutions throughout the state deemed suitable by the COUNTY for the housing and care of this COUNTY Offender and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein; in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

II. DEFINITIONS

Additional Services - means those additional operational and management services required to be furnished by the STATE because of changes in state or federal laws, government regulations, or judicial decisions that cause an increase in the cost of operating and managing the facility.

CCHCS - means the California Correctional Health Care Services - a state entity responsible for medical care for California's state prison population which is in receivership and under federal jurisdiction. All medical employees are CCHCS employees and report to Receiver J. Clark Kelso.

CCR Title 15 - means the California Code of Regulations, Title 15, "Crime Prevention and Corrections".

Community Hospital - means care received in a free standing, non-correctional hospital on an inpatient basis, including any and all physician or consulting professional services provided to the COUNTY Offender in the hospital.

Contract - means this Agreement.

Contract Year - means the twelve consecutive month period commencing on the date of execution of this Agreement with a new Contract Year beginning in each consecutive twelve month period thereafter until the expiration or termination of this Agreement.

CTC - means Correctional Treatment Center - a health facility with a specified number of beds within a CDCR institution designated to provide health care to that portion of the inmate

population who do not require general acute care level of services but are in need of professionally supervised health care beyond that normally provided in the community on an outpatient basis.

Department/CDCR – means the California Department of Corrections and Rehabilitation.

Day – means calendar day unless otherwise defined in this agreement. If the last day to perform a required act under this agreement falls on a weekend or holiday, the last day for performance shall be the next regular business day.

DOM – means the CDCR Departmental Operations Manual.

HIPAA – means the federal Health Insurance Portability and Accountability Act.

Indigent Offender – pursuant to CCR Title 15, means an Offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

Health Care Attributes – means an Offender's medical, mental health, and dental characteristics, clinical needs, and chronic conditions that affect his or her placement into a CDCR institution.

Offender – means any adult male or female person incarcerated pursuant to applicable California laws, and assigned to a CDCR institution for housing under this Agreement.

Offender Day – means each day, including the first day but not the last, that an Offender is admitted to the Prison as determined by the Midnight Court.

Operating Requirements – means applicable federal, state, and local law and court orders, constitutional minimum standards, CDCR regulations and DOM.

UHR – means Unit Health Record.

III. STANDARD CONDITIONS

Section 3.01 – Offender Housing

The CDCR shall confine and supervise one adult male COUNTY Offender that is transferred to a CDCR institution pursuant to the order of a Superior Court Judge and subject to the terms and conditions of this Agreement. The COUNTY Offender shall only be housed in housing units consistent with the COUNTY Offenders' classification and security needs, subject to the criteria set forth in Section 3.02 of this agreement.

The COUNTY's minimum payment shall be detailed in Exhibit B of this Agreement.

Section 3.02 – Selection and Placement Process

The COUNTY Offender's institution placement shall be determined by CDCR based on available bed space within CDCR institutions.

3.02.1 The CDCR shall have sole determination of the suitable placement of the COUNTY Offender in designated CDCR institutions. However, the COUNTY Offender will not be eligible for placement in CDCR contract beds out-of-state.

3.03.3 The COUNTY Offender assigned to the CDCR shall be a male eighteen years of age or older.

Upon arrival of the COUNTY Offender to a CDCR institution, the COUNTY shall provide to the CDCR, without charge, copies of pertinent data from COUNTY Jail files, commitment or other judicial orders, and health care records of each COUNTY Offender to be housed in CDCR. All COUNTY Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) or other Federal privacy laws.

A duly authenticated copy of the COUNTY Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time the COUNTY Offender arrives at CDCR. The CDCR may also make reasonable requests for additional papers or documents to be delivered to CDCR. The COUNTY understands that the safe and secure management of the CDCR is dependent upon CDCR's receipt of complete Offender files and shall not unreasonably withhold requested documents. See attached Required Documents from the County (Attachment 2).

Section 3.03 – Transfer and Delivery of Offender

3.06.1 The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of the COUNTY Offender to the CDCR Reception Centers or designated institution.

3.03.2 The CDCR shall be entitled to transfer a COUNTY Offender from one institution to another, provided the institution receiving the transferred COUNTY Offender is operated by the CDCR.

3.03.3 The County shall reimburse the CDCR for the transporting and the costs thereof for transporting the COUNTY Offender to and from outside routine medical services and local court appearances. The CDCR will make reasonable efforts to transport the COUNTY Offender to and from outside medical and court appearances or to the

nearest CDCR institution, utilizing available, routine, and normally scheduled CDCR transportation methods. When routine, normally scheduled transportation methods are unavailable, the COUNTY shall be responsible for costs associated with special transportations.

- 3.03.4** The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of the COUNTY Offender from a CDCR Reception Center, or designated institution, to the custody of the COUNTY.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offender so as to minimize the expense associated with such transfers.

Section 3.04 – Offender Funds

Funds of the individual COUNTY Offender shall be provided to the CDCR within seven (7) working days of the COUNTY Offender's transfer to CDCR. These funds shall be held and managed pursuant to CDCR policies, procedures and practices, which shall be provided to the COUNTY prior to the COUNTY Offender's arrival.

Section 3.05 – Offender Work and Program Assignment Payment

The CDCR shall pay the COUNTY Offender's assigned to the work incentive program "Offender" wages equal to the amount paid to the CDCR Offenders housed at the particular CDCR institution at the time of transfer.

Section 3.06 – Return of Offender to the COUNTY

- 3.06.1** Upon demand by the CDCR or the COUNTY or the Court ordering the Modification or Vacating of the order, the COUNTY Offender will be returned to the custody of the COUNTY pursuant to the terms as set forth in Section 3.03 of this Agreement.
- 3.06.2** All pre-release processing is the responsibility of the COUNTY.
- 3.06.3** When a COUNTY Offender returns to the COUNTY, the CDCR shall provide that COUNTY Offender's funds, in the form of a check payable to the COUNTY, in the amount due the COUNTY Offender for credit to the COUNTY Offender's account within seven (7) business days of the COUNTY Offender's transfer unless an alternate location is directed by the COUNTY.
- 3.06.4** When a COUNTY Offender is identified to return to the COUNTY, the CDCR will ensure a Central File is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, infraction history, and other

items deemed necessary by the COUNTY. In addition, the CCHCS will ensure a Unit Health Record is current with relevant medical documentation.

IV. OPERATION OF PRISON

Section 4.01 – General Duties

The COUNTY Offender in a CDCR facility shall be confined and supervised in accordance with current CDCR policies. The CDCR shall maintain staffing levels at CDCR institutions in accordance with departmental standards and in sufficient numbers and rank to maintain the safety of the public, staff and COUNTY Offender and to adequately carry out the provisions of this Agreement. The CDCR may seek additional reimbursement from the COUNTY in excess of the per diems stated hereunder in instances where the CDCR increases services in order to perform the requirements under this Agreement. Subject to the provisions of this Agreement, the CDCR shall provide the COUNTY Offender care and treatment, including the furnishing of subsistence consistent with current CDCR policies, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. The CDCR shall provide case management of the COUNTY Offender consistent with current CDCR policies including classification, disciplinary activity, programming and other Offender activity. The COUNTY Offender shall be provided with a copy of the Title 15 and Prison rules and procedures (orientation guide) upon arrival.

Section 4.02 – Medical, Mental and Dental Health

The COUNTY Offender shall be provided health care in a manner consistent with the services provided by the CDCR under applicable CDCR and CCHCS health services policies and procedures. The health care services policies and procedures may be accessed via the internet at the following website:

<http://www.cphcs.ca.gov/imspp.aspx>

All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport and/or Community Hospital-based services) shall be reimbursed by the COUNTY.

Any COUNTY Offender suspected of being sexually assaulted shall be sent to the local emergency room for treatment, and a rape kit will be sent to the Community Hospital with the transferring officers, consistent with the CDCR Prison Rape Elimination Act (PREA) protocols.

Initial Provisioning Of Medications – At the time of initial transfer, and at the time of any return of a COUNTY Offender to or from a CDCR institution, the COUNTY or the CDCR,

depending on who is releasing custody at the time of transfer, shall provide at the time the COUNTY Offender is transferred between the custody of the COUNTY and the CDCR, a seven (7) day supply of any medications prescribed for that COUNTY Offender.

Health Care Records – The CDCR shall have written policies and procedures to ensure appropriate and confidential management of the COUNTY Offender's health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at a CDCR institution is the property of the CDCR and a copy of the health care file shall be forwarded to the COUNTY when the COUNTY Offender is transferred from CDCR. Release of information, including copying charges, shall be conducted in accordance with CDCR policy and only upon approval of the CDCR.

- 4.02.1** The cost of providing medical, mental health or dental services shall be reimbursed by the COUNTY.
- 4.02.2** A co-pay in the amount of \$5.00 may be charged to the COUNTY Offender for certain medical, dental and/or vision services requested/initiated by the COUNTY Offender in accordance with current CDCR policy. The co-pay fee will be retained by the CDCR.
- 4.02.3** Billings for services from outside vendors which are the responsibility of the COUNTY shall be submitted to the COUNTY or designee within thirty (30) days of receipt.
- 4.02.4** Upon return of a COUNTY Offender to the COUNTY, the CDCR shall provide the copy of the health records of all health care delivered while under CDCR's jurisdiction, including, but not limited to all CDCR institution health records, dental records, Community Hospital records, radiology reports and films, consultant reports and laboratory results.

Section 4.03 – Death of an Offender

- 4.03.1** In the event of the death of a COUNTY Offender, the CDCR will immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Offender's file and medical records will be forwarded to the COUNTY.
- 4.03.2** The CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to

disposition of the body. The COUNTY will notify the designated next of kin of the deceased COUNTY Offender, if any, as soon as practicable after death.

4.03.3 All expenses relative to any necessary preparation, storage, and shipment of the body shall be the responsibility of the COUNTY.

4.03.4 The CDCR will conduct relevant death and suicide reviews per CDCR policies and procedures. These reviews may be subject to disclosure to outside stakeholders.

Section 4.04 – Offender Work and Programs

4.04.1 If eligible, the COUNTY Offender shall be afforded the opportunity to participate in programs, occupational training, and work at CDCR institutions, unless otherwise medically or administratively precluded. The COUNTY Offender shall not participate in any program, training or work outside the fenced CDCR institution unless approved in writing by the CDCR.

4.04.2 Programs shall include: Educational programs (basic literacy, adult basic education, general educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.

4.04.3 The COUNTY Offender may be required to work or participate in educational or vocational programs, consistent with current CDCR policy. However, the COUNTY Offender shall not be allowed or required to participate in any training or work contrary to the laws of California.

4.04.4 The CDCR may dispose of or consume all products produced by the COUNTY Offender participating in work or vocational programs. The CDCR will bear all costs and retain all proceeds there from.

4.04.5 The CDCR shall daily record the actual hours worked/participated for the COUNTY Offender (those in work/programs/education/training) on the Work Supervisor's Time Log in order that work credit can be calculated by the COUNTY. The forms shall be provided at the expense of the CDCR. The completed forms (white copy) shall be collected and mailed to the COUNTY or designee by the 15th of the following month or the CDCR shall collect and forward other documentation as deemed appropriate by the COUNTY.

4.04.6 Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR policies and regulations.

4.04.7 While the COUNTY Offender is in CDCR custody, the CDCR shall be responsible for payment of any benefits for the COUNTY Offender workers compensation claims originating while in CDCR custody as required by California law, including, but not limited to, California Labor Code Section 3370(a).

Section 4.05 – Religious Opportunity

The CDCR will provide reasonable time, accommodations, and space for religious services in keeping with CDCR institution security and other necessary institutional operations and activities, as available. Religious services will be provided in accordance with current CDCR policies.

Section 4.06 – Recreation, Quarterly Packages and Canteen

The COUNTY Offender shall be provided indoor and outdoor recreational opportunities on a daily basis except in the event the COUNTY Offender is in lockdown/modified program/Administrative Segregation status. The CDCR shall provide recreation for the COUNTY Offender in Administrative Segregation in accordance current CDCR policies.

The COUNTY Offender will be provided with commissary service in accordance with established CDCR policies. The CDCR will administer a quarterly package program for the COUNTY Offender in accordance with current CDCR policies.

Section 4.07 – Telephone

Access to telephone service shall be provided to the COUNTY Offender in accordance with CDCR policies.

Section 4.08 – Clothing

The CDCR will be responsible for laundry, repair, and replacement of COUNTY Offender clothing during the COUNTY Offender's incarceration at the Prison to ensure clean clothes and bedding on a weekly basis.

Clothing and linen items shall be issued to the COUNTY Offender in accordance with CDCR policies.

Section 4.09 – Meals

The CDCR will provide the COUNTY Offender with nutritional meals consistent with established CDCR policies.

Section 4.10 – Mail

The COUNTY Offender will be provided with mail service in accordance with current CDCR policies.

Section 4.11 – Visitation

The COUNTY Offender will be provided visitation in accordance with current CDCR policies.

Section 4.12 – COUNTY Offender Property

The COUNTY Offender shall be allowed to possess personal property in accordance with current CDCR policies. The CDCR shall provide the COUNTY allowable property lists prior to the implementation of this agreement. The CDCR will follow existing policies on disposition of property. See Attachment: Allowable Property (Attachment 3).

Section 4.13 – COUNTY Offender Appeals

If a COUNTY Offender appeals a COUNTY decision he or she shall be remedied via the COUNTY appeals process. The COUNTY shall retain final authority on all issues of appeal related to COUNTY decisions and actions.

The CDCR will remedy all COUNTY Offender appeals/grievances related to conditions of confinement and other CDCR decisions while the COUNTY Offender is in CDCR custody. The CDCR shall retain final authority on all issues of appeal related to CDCR decisions and actions.

Section 4.14 – Access to Courts

The CDCR will ensure all COUNTY Offender court related access in accordance with current CDCR policies.

Any court Order to produce for a COUNTY Offender that is presented to the COUNTY shall immediately be forwarded to the CDCR for processing. If sufficient advanced notice is provided, the CDCR will transport in accordance with Section 3.03.

Section 4.15 – Offender Records and Progress Reports

4.15.1 The CDCR will handle all COUNTY Offender Records and ensure compliance consistent with CDCR policies. Upon release, all records, reports, and documents related to the COUNTY Offender, including Offender work/education-vocation records, shall be forwarded to the COUNTY.

4.15.2 All warrants/holds/detainers received by the CDCR for a COUNTY Offender shall be forwarded to the COUNTY or designee, and the CDCR will place a copy in the COUNTY Offender's Central File. All warrants/holds/detainers received by the COUNTY for a

COUNTY Offender in CDCR custody shall be forwarded to the CDCR.

4.15.3 The COUNTY will perform all time calculations for the COUNTY Offender while housed in CDCR institutions and will provide to the CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is required to facilitate return of the COUNTY Offender to the COUNTY within 30 days of his/her release.

Section 4.16 – Transportation and Security

The CDCR will provide transportation and transportation staffing consistent with current CDCR policies to and from medical appointments, urgent and emergent medical care, and local court appearances pursuant to Section 3.03.

Section 4.17 – Escapes

In the event of an escape by a COUNTY Offender from CDCR's physical custody, the CDCR shall initiate efforts to apprehend the COUNTY Offender, notify the CDCR I.D./Warrants Unit and the local law enforcement agencies as required by state statute in the same manner it uses for any other CDCR escapees. In addition, the CDCR shall notify the COUNTY of commitment. Within 24 hours, the COUNTY will be responsible for the escape pursuit. Annually or upon any revision, the COUNTY shall provide the CDCR with a listing of its emergency contacts.

Section 4.18 – Notification of Offender Incidents, Emergencies, Escapes and Discipline

4.18.1 The CDCR will handle all COUNTY Offender related incidents, emergencies, and escapes in accordance with current CDCR policies.

4.18.2 The CDCR will handle all COUNTY Offender disciplinary related matters in accordance with current CDCR policies. The COUNTY shall be informed of any pending CDCR 115s (Rules Violation Reports), pending District Attorney referrals, and adjudicated 115s and committee actions involving Administrative Segregation and Security Housing Unit for appropriate release date calculation.

Section 4.19 – Earned Time and Good Time

The CDCR shall furnish to the COUNTY specific information consistent with current CDCR policies for purposes of award or forfeiture of earned/good time for eligible COUNTY Offenders. The final decision on awarding or forfeiture of earned/good time rests with the COUNTY.

Section 4.20 – Sentence Computation

The CDCR will furnish the COUNTY with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. The CDCR will assist in providing documents as necessary to ensure compliance with current CDCR policies. The final decision with respect to sentence computation rests with the COUNTY. Sentence computation will be done by the COUNTY. The COUNTY will furnish adjusted release dates to the CDCR.

Section 4.21 – Classification

The COUNTY Offenders shall be subject to the current CDCR classification process in accordance with current CDCR policies.

Section 4.22 – Offender Account Deductions (Restitution) Collection and Accounting

Upon notification of a court order for restitution by a COUNTY Offender, the CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds will be remitted to the COUNTY on a monthly basis.

I. COMPENSABLE OFFENDERS

The terms of this Agreement apply only to COUNTY Offenders. Nothing in this Agreement shall be construed to impose upon the COUNTY any financial or other obligations for any non-COUNTY Offender housed in CDCR. CDCR's costs of operations including legal services and the risks of physical damage to CDCR incurred as a direct result of the placement of a COUNTY Offender in CDCR shall be considered usual costs incidental to the operation of CDCR and part of the compensation set forth herein.

II. PAYMENT

The COUNTY shall pay directly to CDCR the per diem rate of \$77.00 per day for **Inmate Raoul Schonton Rodriguez** to be housed in CDCR.

In addition to the per diem rate stated above, the COUNTY shall pay directly to CDCR the cost of providing on-site medical, mental health and dental services through Facility staff or contracted services and medically necessary off site hospital or emergency care, including but is not limited to medical, surgical, mental health and dental care delivered in an emergency room, practitioners office or inpatient or outpatient hospital setting. The COUNTY shall pay for the costs of transportation and security to and from medical appointments, urgent and emergent medical care.

All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport and/or Community Hospital-based services) shall be reimbursed by the COUNTY.

The COUNTY shall negotiate rates with CDCR for any additional COUNTY Offenders to be housed in CDCR institutions under the terms of this agreement. Negotiation and specific offender needs may result in necessary increased per diem rates. Rates for an additional COUNTY offender shall be agreed upon by COUNTY and CDCR prior to CDCR accepting an additional COUNTY offender.

The COUNTY shall reimburse CDCR expenses as set forth in this Agreement as a COUNTY cost reimbursement obligation.

Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement.

III. BILLINGS

CDCR will submit detailed invoices for payment of the compensation payable by the COUNTY to CDCR pursuant to the terms of Section 2, above, with supporting documentation to the COUNTY, in arrears on a monthly basis within ten business days of month end, though the failure to do so shall not negate the obligation of the COUNTY to pay such invoice. The COUNTY will make payment within 45 days of receipt of the invoice.

Payments shall be sent to:

California Department of Corrections and Rehabilitation
Regional Accounting Office
Attention: Cashiering Unit
P.O. Box 6000
Rancho Cucamonga, CA 91729-6000

PRISON BED REIMBURSEMENT CONTRACT

Agreement Term: August 29, 2014 through June 30, 2016

Per Day (per diem)		# of Days (estimated)		Total	
\$77.00	X	<u>307</u>	=	\$ 23,639.00	FY14/15
\$77.00	X	<u>366</u>	=	\$ 28,182.00	FY15/16(leap year)

Agreement Total = \$ 51,821.00

The County agrees to reimburse CDCR in the amount not to exceed **\$51,821.00**. The per day (per diem) rate of **\$77.00** per day or any part of a day, such costs having been determined by CDCR to be necessary to reimburse the State for the costs incurred to house Inmate Rodriguez. This housing reimbursement does not include costs associated with medical, mental health or dental services or the costs associated with transporting the inmate to obtain these services.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
2. Per Section 4.01 of this agreement, the CDCR may seek additional reimbursements from the COUNTY in excess of the per diems stated hereunder in instances where CDCR increases services in order to perform the requirements under this Agreement.
3. The cost of providing medical, mental health or dental services shall be reimbursed by the COUNTY.
4. All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport and/or Community Hospital-based services) shall be reimbursed by the COUNTY.

1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

5. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

7. Extension of Term

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

8. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably

necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

9. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

10. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

11. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

12. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be

reimbursed by the Contractor for any additional costs above the Agreement price.

13. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

14. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

15. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after

the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (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.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either

directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

16. Travel

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

17. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

18. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the

Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

19. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

20. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

21. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

22. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

23. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

24. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

25. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance.

26. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

The following provisions apply to services provided on departmental and/or institution grounds:

27. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

28. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of

Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be

suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

29. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

30. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

31. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

32. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through

the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

33. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

Penal Code 4007

When there is no jail in the county, or when the jail becomes unfit or unsafe for the confinement of prisoners, the judge of the superior court may, by a written order filed with the clerk of the court, designate the jail of a contiguous county for the confinement of any prisoner of his or her county, and may at any time modify or vacate the order.

When there are reasonable grounds to believe that a prisoner may be forcibly removed from a county jail, the sheriff may remove the prisoner to any California state prison for safekeeping and it is the duty of the warden of the prison to accept and detain the prisoner in his or her custody until his or her removal is ordered by the superior court of the county from which he or she was delivered. Immediately upon receiving the prisoner the warden shall advise the Director of Corrections of that fact in writing.

When a county prisoner requires medical treatment necessitating hospitalization which cannot be provided at the county jail or county hospital because of lack of adequate detention facilities, and when the prisoner also presents a serious custodial problem because of his or her past or present behavior, the judge of the superior court may, on the request of the county sheriff and with the consent of the Director of Corrections, designate by written order the nearest state prison or correctional facility which would be able to provide the necessary medical treatment and secure confinement of the prisoner. The written order of the judge shall be filed with the clerk of the court. The court shall immediately calendar the matter for a hearing to determine whether the order shall continue or be rescinded. The hearing shall be held within 48 hours of the initial order or the next judicial day, whichever occurs later. The prisoner shall not be transferred to the state prison or correctional facility prior to the hearing, except upon a determination by the physician responsible for the prisoner's health care that a medical emergency exists which requires the transfer of the prisoner to the state prison or correctional facility prior to the hearing. The prisoner shall be entitled to be present at the hearing and to be represented by counsel. The prisoner may waive his or her right to this hearing in writing at any time. If the prisoner waives his or her right to the hearing, the county sheriff shall notify the prisoner's attorney of the transfer within 48 hours, or the next

business day, whichever is later. The court may modify or vacate the order at any time.

The rate of compensation for the prisoner's medical treatment and confinement within a California state prison or correctional facility shall be established by the Department of Corrections, and shall be charged against the county making the request.

When there are reasonable grounds to believe that there is a prisoner in a county jail who is likely to be a threat to other persons in the facility or who is likely to cause substantial damage to the facility, the judge of the superior court may, on the request of the county sheriff and with the consent of the Director of Corrections, designate by written order the nearest state prison or correctional facility which would be able to secure confinement of the prisoner, subject to space available. The written order of the judge must be filed with the clerk of the court. The court shall immediately calendar the matter for a hearing to determine whether the order shall continue or be rescinded. The hearing shall be held within 48 hours of the initial order or the next judicial day, whichever occurs later. The prisoner shall be entitled to be present at the hearing and to be represented by counsel. The court may modify or vacate that order at any time. The rate of compensation for the prisoner's confinement within a California state prison or correctional facility shall be established by the Department of Corrections and shall be charged against the county making the request.

DOCUMENT CHECKLIST
COUNTY CONTRACT INMATES

- Probation Officer's Report (POR)
- Abstract of Judgment
- Most recent classification committee actions
- Two current ID photographs (front and side view)
- Release date information
- Copies of disciplinary actions
- Documented gang affiliations
- Documented enemies
- Contact information to notify in case of death or illness
- Names, relationships, addresses, & phone numbers for relatives
- Approved HCPOP referral Form or HCPOP Approval
- Power of Attorney form
- Current holds/want/detainers



ALLOWABLE PROPERTY FOR COUNTY OFFENDERS

MALE OFFENDERS	
BRIEFS (White only).	10
SHOWER SHOES (Foam or soft rubber, single layer, thong type construction, not exceeding 1" in thickness).	1 pair
COMB (Non-metal, maximum of 6" in length, no handle).	1
MEDICATIONS, OVER-THE-COUNTER (Only those OTC medications permitted by the Division of Correctional Health Care Services shall be stocked by institution canteens, OTC medications are not approved for inmate packages).	Yes
PALM BRUSH/COMB (No handle, plastic only).	1
TOOTHBRUSH (Subject to local determination of maximum length, local facility is required to shorten if necessary, to meet local requirements).	1
TOOTHPASTE / POWDER (Toothpaste must be clear and in clear container).	Powder
ADDRESS BOOK (Paperback only, 3" x 5" maximum).	1
BALLPOINT PENS (Non-metal, clear plastic only. Flexible pens or pen fillers may be required for ASU/SHU by local facility procedure).	1
BOOKS, MAGAZINES, AND NEWSPAPERS (Paperback or hardback with cover removed only. Limits do not apply to legal materials).	5
ENVELOPES, BLANK AND/OR PRE-STAMPED	10
LEGAL MATERIAL (Books, pamphlets, and other legal reference).	Yes
LEGAL PADS / TABLETS AND NOTEBOOKS (No spiral bound).	1
PENCILS, DRAWING (Colored), OR WRITING (Non-mechanical only).	1
PENCIL SHARPENER (Non-electric, hand held only, no metal cover, maximum 2" length). Use in Level IV facilities subject to approval of Warden.	1
PHOTOS / PORTRAITS (Maximum of 8" x 10").	15
PLASTIC TUMBLER (16 ounce or less).	1
READING GLASSES – NON PRESCRIPTION (Magnifying glasses).	1
RELIGIOUS ITEMS (As approved by the local religious review committees, i.e., kufi caps, yamakas, prayer rugs, etc.).	Yes
STAMPS (U.S. Postal only).	40
STATIONERY (For written correspondence, may be decorated and have matching envelopes).	15 sheets
HEALTH CARE APPLIANCE (Dr. Rx. Only).	Yes
RELIGIOUS MEDAL AND CHAIN (Not to exceed \$100, chain not to exceed 18" in length, obtainable as a set only, chains may not be purchased separately from medal).	1
RING (Wedding band, one only, yellow or white metal only. Not to exceed \$100, maximum declared value, and may not contain a set or stone).	1



ALLOWABLE PROPERTY FOR COUNTY OFFENDERS

FEMALE OFFENDERS	
BRASSIERES (No metal underwires, lace, strapless, see through, or push up). Any solid color except as noted above.	5
PANTIES (Full-cut briefs only, no lace, see through, or pockets).	10
SHOWER SHOES (Foam or soft rubber, single layer, thong type construction, not exceeding 1" in thickness).	1 pair
BRUSH (Non-metal, maximum of 8" in length including handle).	1
COMB (Non-metal, maximum of 6" in length, no handle).	1
DENTAL ADHESIVE (For approved denture wearers only).	2
DENTAL FLOSSERS/GLIDERS (No more than 3" in length, amount allowed in possession to be determined by local institutional procedure).	Yes
DENTURE CLEANSER	1 box
MEDICATIONS, OVER-THE-COUNTER (Only those OTC medications permitted by the Division of Correctional Health Care Services shall be stocked by institution canteens, OTC medications are not approved for inmate packages).	Yes
PALM BRUSH/COMB (No handle, plastic only).	1
TOOTHBRUSH (Maximum length permissible).	1
TOOTHBRUSH HOLDER (Plastic only, may cover entire toothbrush or be a brush head cover only).	1
ADDRESS BOOK (Paperback only, 3" x 5" maximum).	1
BALLPOINT PENS (Non-metal, clear plastic only, flexible pens or pen fillers may be required for ASU/SHU by local facility procedure).	1
BOOKS, MAGAZINES, AND NEWSPAPERS (Paperback or hardback with cover removed only. Limits do not apply to legal materials).	5
LEGAL MATERIAL (Books, pamphlets, and other legal reference).	Yes
LEGAL PADS / TABLETS AND NOTEBOOKS (No spiral bound).	1 pad
PENCILS, DRAWING (Colored), OR WRITING (Non-mechanical only).	1
PENCIL SHARPENER (Non-electric, hand held only, no metal cover, maximum 2" length). Use in Level IV facilities subject to approval of Warden.	1
PHOTOS / PORTRAITS (Maximum of 8" x 10").	15
PLASTIC TUMBLER (16 ounce or less).	1
READING GLASSES-NON PRESCRIPTION (Magnifying glasses).	1
RELIGIOUS ITEMS (As approved by the local religious review committees, i.e., kufi caps, yamakas, prayer rugs, etc.).	Yes
STAMPS (U.S. Postal only).	40
STATIONARY	15 sheets
HEALTH CARE APPLIANCE (Dr. Rx. Only).	Yes
PRESCRIPTION GLASSES (Includes Prescription Sun-Glasses).	Yes
RELIGIOUS MEDAL AND CHAIN (Not to exceed \$100, chain not to exceed 18" in length, obtainable as a set only, chains may not be purchased separately from medal).	1
RING (May possess a wedding ring or wedding/ engagement ring set, yellow or white metal only. Stones are permissible, maximum declared value not to exceed \$150).	1

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> <i>County of Amador</i>		946000505
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Theodore Novelli, Chairman Amador County BOS</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Amador County</i>	

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 lesser 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.

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:	
11/25/14	

To: **Board of Supervisors**

Date: November 10, 2014

Agmt

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

Phone Ext. 625

Department Head Signature 

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

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

This agreement between Amador County Department of Social Services and The California Department of Social Services authorizes the CDSS to provide agency adoption services on behalf of Amador County in accordance with specified laws for fiscal year 2014-2015.

Recommendation/Requested Action:

Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Budgeted _____

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor  GSA Director _____

CAO _____ Risk Management _____

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

Return one original to Chris @ Social Services for distribution to the State. Electronic copy to Risk.

FOR CLERK USE ONLY

Meeting Date November 25, 2014 Time 9 a.m. Item # 4B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department 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 _____		

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2014 by and between THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as "CDSS" and AMADOR COUNTY DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as "COUNTY".

SCOPE OF WORK

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

11. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and County programs regarding AAP eligibility (i.e., W&IC Sections 16115-16125 and Title 22 CCR Section 35325 et seq.)
12. Provide other appropriate and necessary adoption services as needed.

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

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

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

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

- i. Adoption case records shall be retained by the agency indefinitely. In the event of an agency terminating its adoption services, full case records on all completed adoptions, placements for adoption and children relinquished for adoption shall be forwarded to the Department for permanent filing and reference. Records and documents shall include those regarding the natural parents, the child and the adoptive parents. Such forwarding by the terminating agency shall be conducted in the manner prescribed by the Department.

c. CDSS Will:

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

potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated.)

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

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

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

12. Services after permanency planning

a. County and CDSS Will:

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

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

c. County Will:

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

d. CDSS Will:

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

The case progress report may include:

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

C. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

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

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

D. PROJECT REPRESENTATIVE

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

CDSS:

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

COUNTY:

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

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

E. CONFIDENTIALITY

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

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

F. FORM 700

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

GENERAL TERMS AND CONDITIONS

1. Indemnification

a. Claims Arising from Acts or Omissions of the County

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

Contract. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

b. Claims Arising from Acts or Omissions of the CDSS

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

2. Relationship Of The Parties

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

3. Insurance Requirements

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

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

4. Maintenance Of Records

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

5. Retention Of Records For Audit Purposes

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

6. Title To Documents; Copyrights

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

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

7. Conflict Of Interest

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

8. Compliance With Applicable Laws

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

9. Change In Statutes Or Regulations

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

10. Time Is Of The Essence

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

11. Time

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

12. Modification

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

13. Nondiscrimination

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

14. Bankruptcy

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

15. Prohibition Against Assignment And Delegation Of Duties

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

16. Negotiated Contract

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

17. Severability

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

18. Entire Contract

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

19. Budget Statement

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

a. Invoicing

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

20. Term; Termination of Agreement

This Contract shall commence on July 1, 2014 and shall terminate on June 30, 2015. Either party may terminate this Contract, with or without cause, with 120 days advance written notice. In order to terminate this Contract, the terminating party shall give advance written notice to the other party. The termination notice shall be made as specified in number 21, below. In the event of termination, COUNTY shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

21. Notice

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

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

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

22. Partial Invalidity

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

23. Responsibility Of Project Representatives

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

24. Waiver

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

25. Authority and Capacity

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

26. Binding On Successors

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

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

27. Cumulative Remedies

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

28. Independent Advice

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

29. No Reliance On Representations

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

30. Information Subject To A Business Associate Agreement

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

31. Conflicting Disclosure Laws

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

32. Confidentiality

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

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

33. Mailing Of Confidential Information

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

34. Transporting Records

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

35. Venue

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

36. Controlling Law

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

37. Captions

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

38. Definitions

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

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

COUNTY OF AMADOR

CALIFORNIA DEPARTMENT OF
SOCIAL SERVICES

10-27-14

BY: _____
Theodore F. Novelli, Chairman
Board of Supervisors

Deborah Pearce
Deborah Pearce, Chief
Contracts and Purchasing Bureau

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott, County Counsel

Deputy

Exhibit B

July 1, 2014

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2014/ JUNE 30, 2015**

To Whom It May Concern:

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

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

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

Sincerely,



Lynan Graf
Associate Risk Analyst
DGS / Office of Risk and Insurance Management
707 3rd Street, 1st Floor, Room 1-330
West Sacramento, CA 95605

Exhibit C

July 1, 2014

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR July 1, 2014 / June 30, 2015

To whom it may concern:

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

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

Sincerely,

Lynan Graf

Lynan Graf
Associate Risk Analyst
Office of Risk and Insurance Management
Department of General Services
707 3rd Street, 1st Floor
West Sacramento, CA 95605
Phone: (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov

AGENDA TRANSMITTAL FORM

Nice apppt/Resign

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
11/25/2014	

To: Board of Supervisors

Date: 10/31/2014

From: Richard M. Forster, District II Supervisor
(Department Head - please type)

Phone Ext. 470

Department Head Signature _____

Agenda Title: Area 12 Agency on Aging (A12AA) Advisory Board

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of the re-appointment of Mr. Chester Schaufel to the subject Board as an Amador County Citizen-at-Large for a three (3) year term that will expire on November 24, 2017.

Recommendation/Requested Action:
Approval

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

Is a 4/5ths vote required? Yes No

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

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

Request Reviewed by:
Chairman _____ Counsel _____
Auditor *[Signature]* GSA Director _____
CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Confirmation letter to Mr. Chester Schaufel; Pauline White, A12AA-Sonora, CA; Committee Clerk to update database & file

FOR CLERK USE ONLY

Meeting Date November 25, 2014 Time 9 a.m. Item # 6A

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

Distributed on _____
Completed by _____
of _____

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

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

Save

Print Form

AGENDA TRANSMITTAL FORM

*Misc
Appnts/Resign*

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>11/25/2014</u>	

To: Board of Supervisors

Date: 11/04/2014

From: Richard M. Forster, Supervisor, District II
(Department Head - please type)

Phone Ext. 470

Department Head Signature _____

Agenda Title: Camanche Regional Park Advisory Board

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

Approval of the re-appointment of Mr. Rinehart Heintz to the subject board for a two (2) year term effective 11/25/2014 through 11/24/2016.

Recommendation/Requested Action:
Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor: EJL GSA Director _____

CAO _____ Risk Management _____

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

Send letter to Mr. Heintz; Committee clerk to update database and file

FOR CLERK USE ONLY

Meeting Date _____ Time _____ Item # 6B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

Completed by _____

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

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

ATTEST: _____
Clerk or Deputy Board Clerk

Save

Print Form