

# AGENDA TRANSMITTAL FORM

*Budget*

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
04/12/16	

To: Board of Supervisors

Date: April 6, 2016

From: Greg Gillott  
(Department Head - please type)

Phone Ext. 366

Department Head Signature 

Agenda Title: Budget Increase Request

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 County Counsel's office is requesting a budget increase in the outside counsel line item in the amount of \$155,888.36 which corresponds to an equal amount of reimbursement/revenue received from a developer.

Recommendation/Requested Action:

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

Is a 4/5ths vote required? Yes  No

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_


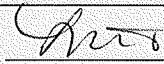
Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GC

Auditor JOR GSA Director Hop

CAO  Risk Management 

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

### FOR CLERK USE ONLY

Meeting Date 4-12-16 Time \_\_\_\_\_ Item # 1A

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

DATE: 3/30/2016

REQUESTED BY: Greg Gillott 

DEPARTMENT: County Counsel

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY AUDITOR/CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO. \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
1300	52302	\$155,888.36		1300	46693	\$155,888.36	

**REASON FOR THE REQUEST:**

The reimbursement payments from the developer regarding Newman Ridge litigation are treated as revenue to County Counsel and are not put back into the outside legal account. A budget increase corresponding to the reimbursement payments is necessary to ensure the budget is not impacted by the costs of the litigation.

- PLEASE NOTE:**
- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
  - TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
  - FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
  - TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

*tax matters*

### AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 02/26/15

From: James Rooney  
(Department Head - please type)

Phone Ext. 454

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

Meeting Date Requested:

04/12/2016

Department Head Signature *James Rooney*

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN 004-070-041-000 (2006 thru 2015).

Recommendation/Requested Action:

APPROVE

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 *GC*

Auditor *JCR*

GSA Director *Hop*

CAO *[Signature]*

Risk Management *[Signature]*

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

Auditor

#### FOR CLERK USE ONLY

Meeting Date

4-12-16

Time

Item #

2A

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

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2006 R/C # A0722 Roll Type 1 Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 Taxroll Asmt Only N Value History Y Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	10,404			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change	-10,404	Supl Change	

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUTSEN DC  
Mailing Address 8924 FAIR OAKS BLVD  
CARMICHAEL CA 95608

Bill ASSESSORS ERROR  
Comments NO ASSESSIBLE VALUE

Supl Info  
Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 From 2 Thru

TaxBill Days 10% PP Penalty N  
R/C Date Mar 29, 2016 Restricted N  
Created By TM Timber Preserve N  
5151 Interest N  
506 Interest N

Appraiser \_\_\_\_\_ Date \_\_\_\_\_  
Supv Appr \_\_\_\_\_ Date \_\_\_\_\_  
Chief Appr \_\_\_\_\_ Date \_\_\_\_\_  
Asmt Clerk \_\_\_\_\_ Date \_\_\_\_\_  
Off Mgr \_\_\_\_\_ Date \_\_\_\_\_

Assessor Signature \_\_\_\_\_ Date 3/29/16 Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel Signature \_\_\_\_\_ Date 4/15/16

tmilbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2007 R/C # A0723 Roll Type 1 Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 Taxroll Asmt Only N Value History Y Taxability Code 000

Roll Value	New Value	Sup From Net	Sup To Net
Land 10,404			
Structure			
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE	Net Change -10,404	Supl Change	

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUJTSEN DC  
Mailing Address 8924 FAIR OAKS BLVD  
CARMICHAEL CA 95608

Situs  
Bill ASSESSORS ERROR  
Comments NO ASSESSIBLE VALUE

Supl Info  
Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 From 2 Thru

10% PP Penalty N  
Restricted N  
Timber Preserve N  
5151 Interest N  
506 Interest N

TaxBill Days R/C Date Mar 30, 2016  
Created By TM

Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser Initials Date  
Supv Appr Initials Date  
Chief Appr Initials Date  
Asmt Clerk Initials Date  
Off Mgr Initials Date

Assessor Signature Date Auditor Signature Date  
County Counsel Signature Date

tmilbourne 4/5/16

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2008 R/C # A0724 Roll Type 1 Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 Taxroll Asmt Only N Value History Y Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	10,612			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change	-10,612	Supl Change	

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUJTSEN DC  
Mailing Address 8924 FAIR OAKS BLVD CARMICHAEL CA 95608

Situs  
Bill ASSESSORS ERROR  
Comments NO ASSESSIBLE VALUE

Supl Info  
Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 From 2 Thru

TaxBill Days R/C Date Mar 30, 2016 Created By TM  
Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser Initials Date  
Supv Appr Initials Date  
Chief Appr Initials Date  
Asmt Clerk Initials Date  
Off Mgr Initials Date

Assessor Signature Date 3/29/16 Auditor Signature Date  
County Counsel Signature Date 4/5/16

tmilbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2009 R/C # A0725 Roll Type 1 Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 Taxroll Asmt Only  Value History  Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	10,824			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change	-10,824	Supl Change	

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUITSEN DC  
Mailing Address 8924 FAIR OAKS BLVD  
CARMICHAEL CA 95608

Situs  
Bill ASSESSORS ERROR  
Comments NO ASSESSIBLE VALUE

Supl Info  
Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 From 2 Thru

10% PP Penalty  
Restricted  
Timber Preserve  
5151 Interest  
506 Interest

TaxBill Days R/C Date Mar 30, 2016 Created By TM  
Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser \_\_\_\_\_ Date \_\_\_\_\_  
Supv Appr \_\_\_\_\_ Date \_\_\_\_\_  
Chief Appr \_\_\_\_\_ Date \_\_\_\_\_  
Asmt Clerk \_\_\_\_\_ Date \_\_\_\_\_  
Off Mgr \_\_\_\_\_ Date \_\_\_\_\_

Assessor Signature *[Signature]* Date 3/29/16 Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel Signature *[Signature]* Date 4/5/16

tmilbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2010 R/C # A0726 Roll Type 1 Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 N Taxroll Asmt Only Y Value History Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	10,798			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-10,798	Supl Change	

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUITSEN DC  
Mailing Address 8924 FAIR OAKS BLVD  
CARMICHAEL CA 95608

Situs  
Bill ASSESSORS ERROR  
Comments NO ASSESSIBLE VALUE

Supl Info  
Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 From 2 Thru

TaxBill Days 10% PP Penalty  
R/C Date Mar 30, 2016  
Created By TM  
Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser Initials Date  
Supv Appr Initials Date  
Chief Appr Initials Date  
Asmt Clerk Initials Date  
Off Mgr Initials Date

Assessor Signature *[Signature]* Date 3/15/16 Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel Signature *[Signature]* Date 3/15/16

tmilbourne



County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2011 R/C # A0727 Roll Type 1 Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 N Taxroll Asmt Only Y Value History Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	10,879			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change	-10,879	Supl Change	

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUTSEN DC  
Mailing Address 8924 FAIR OAKS BLVD  
CARMICHAEL CA 95608

Situs \_\_\_\_\_  
Bill ASSESSORS ERROR  
Comments NO ASSESSIBLE VALUE

Supl Info  
Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 \_\_\_\_\_ From 2 \_\_\_\_\_ Thru \_\_\_\_\_

10% PP Penalty N  
Restricted N  
Timber Preserve N  
5151 Interest N  
506 Interest N

TaxBill Days \_\_\_\_\_  
R/C Date Mar 30, 2016  
Created By TMM

Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser \_\_\_\_\_  
Supv Appr \_\_\_\_\_  
Chief Appr \_\_\_\_\_

Asmt Clerk \_\_\_\_\_  
Off Mgr \_\_\_\_\_

Assessor Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel Signature \_\_\_\_\_ Date \_\_\_\_\_

tmilbourne

County of AMADOR  
 ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2012 R/C # A0728 Roll Type 1 Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 Taxroll Asmt Only  Value History  Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	11,096			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-11,096	Supl Change	

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUITSEN DC  
 Mailing Address 8924 FAIR OAKS BLVD  
 CARMICHAEL CA 95608

Situs  
 Bill ASSESSORS ERROR  
 Comments NO ASSESSIBLE VALUE

Supl Info  
 10% PP Penalty  Event From/Thru Dates  
 Restricted   
 Timber Preserve   
 5151 Interest  Ownership From/Thru Dates  
 506 Interest   
 506/5151 From/Thru Dates  
 From 1 From 2 Thru

TaxBill Days R/C Date Mar 30, 2016  
 Created By TM  
 Print R/C Wks C  
 Print R/C Letter C  
 R/C Completed C

Appraiser Initials Date  
 Supv Appr Initials Date  
 Chief Appr Initials Date  
 Asmt Clerk Initials Date  
 Off Mgr Initials Date

Assessor Signature *[Signature]* Date 3/29/16 Auditor Signature *[Signature]*  
 County Counsel Signature *[Signature]* Date 3/15/16

*[Signature]*  
 tmlbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2013 R/C # A0729 Roll Type 1 Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 Taxroll Asmt Only N Value History Y Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	11,317			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change	-11,317	Supl Change	

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUITSEN DC  
Mailing Address 8924 FAIR OAKS BLVD  
CARMICHAEL CA 95608

Situs  
Bill ASSESSORS ERROR  
Comments NO ASSESSIBLE VALUE

Supl Info  
Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 From 2 Thru

10% PP Penalty N  
Restricted N  
Timber Preserve N  
5151 Interest N  
506 Interest N

TaxBill Days R/C Date Mar 30, 2016  
Created By TMM

Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser Initials Date  
Supv Appr Initials Date  
Chief Appr Initials Date  
Asmt Clerk Initials Date  
Off Mgr Initials Date

Assessor Signature *[Signature]* Date 3/29/16 Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel Signature *[Signature]* Date 4/5/16

tmillbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2014 R/C # A0730 Roll Type 1 Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 Taxroll Asmt Only  Value History  Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	11,368			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
Net Change		-11,368		
Supl Change				

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUITSEN DC  
Mailing Address 8924 FAIR OAKS BLVD  
CARMICHAEL CA 95608

Situs  
Bill ASSESSORS ERROR  
Comments NO ASSESSIBLE VALUE

Supl Info  
Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 From 2 Thru

10% PP Penalty   
Restricted   
Timber Preserve   
5151 Interest   
506 Interest

TaxBill Days  
R/C Date Mar 30, 2016  
Created By TM  
Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser Initials Date  
Supv Appr Initials Date  
Chief Appr Initials Date  
Asmt Clerk Initials Date  
Off Mgr Initials Date

Assessor Signature *[Signature]* Date 3/29/16 Auditor Signature *[Signature]* Date *[Date]*  
County Council Signature *[Signature]* Date 7/5/16

tmilbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-070-041-000 Tax Year 2015 R/C # A0731 Roll Type S Fee Parcel 004-070-041-000 Originating Asmt 004-070-041-000 From TRA 005-014 New TRA 005-014

R&T 1 4831 R&T 2 51 N Taxroll Asmt Only Y Value History Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	11,595			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
Net Change		-11,595		
Supl Change				

Owner AZARABADI FARROKH; KORAF CORPORATION & KNUITSEN DC  
Mailing Address 8924 FAIR OAKS BLVD  
CARMICHAEL CA 95608

Assessor's Error: NO ASSESSIBLE VALUE

Supl Info: 10% PP Penalty N, Restricted N, Timber Preserve N, 5151 Interest N, 506 Interest N

Event From/Thru Dates: [ ] [ ]

Ownership From/Thru Dates: [ ] [ ]

506/5151 From/Thru Dates: From 1 [ ] From 2 [ ] Thru [ ]

TaxBill Days R/C Date Mar 30, 2016 Created By TM

Print R/C Wks [ ] C, Print R/C Letter [ ] C, R/C Completed [ ] C

Appraiser: [ ] [ ] Date [ ]

Supv Appr: [ ] [ ] Date [ ]

Chief Appr: [ ] [ ] Date [ ]

Asmt Clerk: [ ] [ ] Date [ ]

Off Mgr: [ ] [ ] Date [ ]

Assessor Signature: [Signature] Date: 3/29/16 Auditor Signature: [Signature] Date: [ ]

County Counsel Signature: [Signature] Date: 7/15/16

tmillbourne

Resol

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: April 4, 2016

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

Phone Ext. x470

<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>04/12/16</u>	

Department Head Signature [Signature]

Agenda Title: Administrative Agency

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Resolution approving the agreement for wastewater treatment plant reorganization to the City of Jackson, Project #288 and revenue sharing upon annexation.

Recommendation/Requested Action:

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

Is a 4/5ths vote required? Yes  No

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

Contract Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
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)  
Auditor, Budget Analyst \_\_\_\_\_

### FOR CLERK USE ONLY

Meeting Date 4-12-16 Time \_\_\_\_\_ Item # 3A

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

Save

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

IN THE MATTER OF:

RESOLUTION APPROVING THE AGREEMENT )  
FOR WASTEWATER TREATMENT PLANT )  
REORGANIZATION TO THE CITY )  
OF JACKSON, PROJECT #288 AND REVENUE )  
SHARING UPON ANNEXATION )

WHEREAS, Article 13A, Section 1 of the Constitution of the State of California limits ad valorem taxes on real property to one percent (1%) of full cash value; and

WHEREAS, Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code (Section 95 et seq.) provides for the allocation of property tax revenues; and

WHEREAS, County and City must have an agreement for the allocation of property tax revenues upon annexation.

THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby approve the agreement by and between the County of Amador and the City of Jackson on the terms and conditions contained herein as it relates to revenue sharing upon annexation; and

BE IT FURTHER RESOLVED that the Chairman of said Board, or in his absence the Vice-Chairman, is hereby authorized to sign and execute 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 12th day of April 2016, by the following vote:

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

NOES: None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

**County of Amador and City of Jackson**  
**Agreement For Wastewater Treatment Plant Reorganization to the City of Jackson, Project #288 and Revenue Sharing Upon Annexation**

THIS AGREEMENT FOR REVENUE SHARING UPON ANNEXATION (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between the County of Amador, hereinafter referred to as “COUNTY”, and the City of Jackson, hereinafter referred to as “CITY.”

**PREAMBLE**

COUNTY and CITY acknowledge that both COUNTY and CITY have increasing service responsibilities with restrained revenue resources and that growth and development creates additional demands for local government services. COUNTY and CITY intend to continue to work cooperatively in addressing service needs and funding. In order to meet the statutory requirement that a Property Tax Allocation Agreement be in place in order for the Amador Local Agency Formation Commission (LAFCo) to consider annexations and detachments, and because of the identified need to share other revenue sources between COUNTY and CITY, this Agreement is hereby enacted.

**WITNESSETH:**

**WHEREAS**, Article 13A, Section 1 of the Constitution of the State of California limits ad valorem taxes on real property to one percent (1%) of full cash value; and

**WHEREAS**, Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code (Sections 95 et seq.) provides for the allocation of property tax revenues; and

**WHEREAS**, COUNTY and CITY must have an agreement for the allocation of property tax revenues upon annexation; and

**NOW, THEREFORE**, in consideration of the premises and the following terms and conditions, the parties hereto agree as follows:

1. **DEFINITIONS.** The words and phrases in this Agreement shall have the meanings set forth below:
  - A. “Annexation Property Tax Base” shall mean the Base Year sum of the ad valorem tax allocated to COUNTY within the area being annexed.
  - B. “Base Year” shall mean the assessed valuation applicable to the property and improvements within the area being annexed at completion of the annexation with the State Board of Equalization
  - C. “Incremental Change” shall mean the total increase or decrease in the property tax base over the Base Year within the annexed area.



2. **PROPERTY TAX ALLOCATION.** For reorganization #287 involving CITY, COUNTY shall receive one hundred percent (100%) of the Annexation Property Tax Base, and Incremental Change shall be apportioned with two-thirds allocated to COUNTY and one-third to CITY; provided, however, that if it is economically infeasible for CITY to annex the property and to connect the annexation property to CITY services, then COUNTY and CITY shall meet and confer to determine if a portion of the Annexation Property Tax Base should be allocated to CITY.
3. **COUNTY FACILITIES FEE.** If development should occur on the property, the CITY shall require new development to pay the then-current COUNTY's Facility Fee within the annexing area. COUNTY shall be responsible for maintenance of the COUNTY Facility Fee's capital improvement plan (CIP) and associated nexus study. COUNTY shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers, and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the imposition or collection of the Facility Fee or otherwise seek reimbursement of the same.
4. **REOPENER UPON CHANGE IN ZONING.** In the event CITY rezones the Annexed Property, or any portion thereof, to allow commercial uses, CITY and COUNTY agree that this Agreement shall be reopened with respect to the appropriate sharing of sales tax revenue between the CITY and COUNTY. The triggering of this reopener provision shall not, however, be grounds for termination of this Agreement or modification of any of the other provisions set forth in this Agreement.
5. **PUBLIC SAFETY SERVICES.** City shall responsible for providing both Fire and Police services to the newly annexed areas now within their jurisdiction.
6. **ADDITIONAL PROVISIONS.**
  - A. **Joint Review.** CITY and COUNTY may jointly review COUNTY property tax records from time to time or as requested by CITY to verify accurate distribution of property taxes under this Agreement.
  - B. **Notices.** Any notice or communication required hereunder among COUNTY and CITY must be in writing, and may be given either personally, by electronic transmittal (with original forwarded by regular U.S. Mail) or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by electronic transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's electronic equipment. Notices transmitted by electronic transmittal after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date

delivered as shown on a receipt issued by the courier. Such notices or communications shall be given to the parties at their addresses set forth below:

COUNTY: County Administrative Officer  
810 Court Street  
Jackson, CA 95642  
Telephone: (209) 223-6490  
Facsimile: (209)

With a copy to: County Counsel  
810 Court Street  
Jackson, CA 95642  
Telephone: (209) 223-6366  
Facsimile: (209) 223-4286

CITY: City Manager  
33 Broadway  
Jackson, CA 95642  
Telephone: (209) 223-1646  
Facsimile: (209) 223-3141

With a copy to: City Attorney Joshua Nelson  
Best Best & Krieger, LLP  
500 Capitol Mall Suite 1700  
Sacramento, CA 95814  
Telephone: (916) 325-4000  
Facsimile: (916) 325-4010

Either party hereto may at any time, by giving ten (10) days written notice to the other party, designate any other address or facsimile number in substitution of the address or facsimile number to which such notice or communication shall be given.

- C. Severability. If any provision of this Agreement is held invalid, void, or unenforceable but the remainder of this Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended by mutual consent of the parties.
- D. Further Assurances. Each party shall execute and deliver to the other party or parties all such other further instruments and documents and take all such further actions as may be reasonably necessary to carry out this Agreement and to provide and secure to the other party or parties the full and complete enjoyment of its rights and privileges hereunder.
- E. Construction. All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit,

amend, or affect the meaning of the provision to which they pertain.

- F. Usage. The singular includes the plural; the masculine gender includes the feminine, “shall” is mandatory; “may” is permissive.
- G. Governing Law. This Agreement shall be interpreted in accordance with California law.
- H. Entire Agreement. This Agreement represents the entire agreement between the parties with regard to its subject matter and supersedes all previous oral or written communications, agreements, or representations between the parties.
- I. Disputes. In the event of a dispute over the implementation or interpretation of this Agreement the party that believes a dispute exists shall provide written notice to the other party describing the dispute, suggesting a resolution of the dispute, and requesting a meeting to discuss the dispute and the proposed resolution. If the meeting does not resolve the dispute, the parties may agree to mediation with a jointly selected mediator. Each party shall pay one half the expense of the mediator and shall bear their own attorneys fees and costs resulting from the mediation.
- J. Time. Time is of the essence of each and every provision hereof.
- K. Counterpart. This Agreement may be executed in one or more counterpart copies, binding each executing party as if said parties executed the same document.

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

**COUNTY OF AMADOR**

**CITY OF JACKSON**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Keith Sweet, Mayor

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Greg Gillott, County Counsel

\_\_\_\_\_  
Joshua Nelson, City Attorney

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

**ATTEST:**  
Gisele Wurzburger, City Clerk, City of Jackson

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
City Clerk

# AGENDA TRANSMITTAL FORM

Resol

<input type="radio"/> Regular Agenda <input checked="" type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: 04/12/2016
---

To: **Board of Supervisors**

Date: 03/29/2016

From: John Plasse  
 (Department Head - please type)

Phone Ext. \_\_\_\_\_

Department Head Signature \_\_\_\_\_

Agenda Title: Resolution to change name of Amador County Cemetery Board

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 A resolution is needed to formalize the changing of the subject board's name to the Amador County Historic Cemeteries Board.

Recommendation/Requested Action:  
**Approve the Resolution**

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 Go  
 Auditor JOR GSA Director Hop  
 CAO AL Risk Management Ch

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

### FOR CLERK USE ONLY

Meeting Date 4-12-16 Time \_\_\_\_\_ Item # 3b

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

## COMMITTEE FACT SHEET

**NAME:** AMADOR COUNTY HISTORIC CEMETERIES BOARD  
(Formerly named Amador County Cemetery Board)

**COMPENSATION:** NONE

**LEGAL AUTHORITY:** MOTION OF BOARD OF SUPERVISORS ON 3/31/92;  
RESOLUTION NO. 96-280, ADOPTED JULY 2, 1996;  
RESOLUTION NO. 99-426, ADOPTED SEPTEMBER 28, 1999.

NAME CHANGED MARCH 22, 2016 PER BOARD CONSENT ACTION

**MEMBERSHIP,  
QUALIFICATIONS  
AND RESIDENCY  
REQUIREMENTS:** 7-PUBLIC MEMBERS-AT-LARGE. MEMBERS SHOULD SHOW AN INTEREST IN, OR HAVE KNOWLEDGE OF CEMETERY ISSUES.

**TERM:** 2 YEARS

**DUTIES:** ADVISORY BOARD TO THE BOARD OF SUPERVISORS - TO REVIEW AND MAKE RECOMMENDATIONS REGARDING IMPROVEMENTS AND MAINTENANCE TO THE VARIOUS PIONEER CEMETERIES LOCATED WITHIN AMADOR COUNTY.

**MEETING DATE  
AND LOCATION:** 1<sup>ST</sup> THURSDAY OF EACH MONTH @ 7:00 P.M.  
JOHN C. BEGOVICH BUILDING  
810 COURT STREET  
JACKSON, CALIFORNIA 95642

**CONTACT:**

JOSEPH LAGOMARSINO

P.O. BOX 906

SUTTER CREEK, CA 95685

TELEPHONE: (209) 267-0767

(209) 274-0274

E-mail: [bandlbranch.suttercreek@comcast.net](mailto:bandlbranch.suttercreek@comcast.net)

# AGENDA TRANSMITTAL FORM

Resol

To: Board of Supervisors  
 Date: 03/28/2016

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>04/12/2016</u>	

From: Mark J. Bonini, Chief Probation Officer Phone Ext. 229  
 (Department Head - please type)

Department Head Signature *MB*

Agenda Title: Resolution Approving Standard Agreement #5600006140 with California Dept. of Corrections and Rehabilitation

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 This agreement is with the California Department of Corrections and Rehabilitation to provide juvenile emergency housing.

Recommendation/Requested Action:  
Two (2) certified copies of the signed Board Resolution.

Fiscal Impacts (attach budget transfer form if appropriate) None-Funds already included in FY 16/17 budget.  
 Staffing Impacts None

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A   
 Name Contracts and Agreements Committee  
 Committee Recommendation:  
Approved (See attached Route Slip with approval initials)

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel *BB*  
 Auditor *JOR* GSA Director *HP*  
 CAO *[Signature]* Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
BOS Clerk two (2) original contracts to Probation. Risk

### FOR CLERK USE ONLY

Meeting Date 4-12-16 Time \_\_\_\_\_ Item # 3C

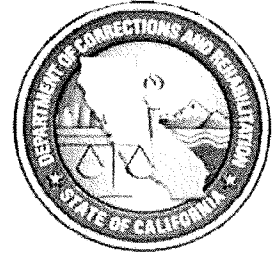
Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

Save

DIVISION OF ADMINISTRATIVE SERVICES  
OFFICE OF BUSINESS SERVICES  
9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827



March 16, 2016

County of Amador  
Attn: Mark Bonini, Chief Probation Officer  
675 New York Ranch Road  
Jackson, CA 95642

Dear Mr. Bonini:

**AGREEMENT NUMBER: 5600006140**  
**SERVICE: EMERGENCY HOUSING**

Attached for your signature is the above-referenced Standard Agreement (STD 213) and related exhibits. This Agreement is not valid unless, and until, approved by the Department of General Services, or under its authority, the California Department of Corrections and Rehabilitation (CDCR). In order to execute this Agreement, the following documents are required:

- Two (2) copies of the Standard Agreement (STD 213). Please make two (2) copies and provide an original signature and date on each STD 213.
- Copy of the Board Resolution
- Proof of Self-Insurance

Please return the above documents to:

California Department of Corrections and Rehabilitation  
Attention: Arlene Carson, Office of Business Services  
9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827

The State has no legal obligation, unless and until the Agreement is approved. When this Agreement is fully approved, an original will be forwarded to you.

If you have any questions, please contact me at (916) 255-6578.

Sincerely,

A handwritten signature in cursive script that reads "Arlene Carson".

Arlene Carson  
Associate Contract Analyst  
California Department of Corrections and Rehabilitation



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**5600006140**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR'S NAME

County of Amador

2. The term of this Agreement is: July 1, 2016 through June 30, 2018

3. The maximum amount of this Agreement is: (\$41,890.64) Reimbursement to CDCR  
Forty One Thousand Eight Hundred Ninety Dollars and Sixty Four Cents

4. 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	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B-1 – Rate Sheet	1 page
Exhibit C* - General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	13 pages
Exhibit E – HIPAA-BAA	15 pages

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.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**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)

3/17/16

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Bonini, Chief Probation Officer

ADDRESS

675 New York Ranch Road  
Jackson, CA 95642

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Terri Gibson, Manager, Headquarters Contract Unit 3

ADDRESS

9838 Old Placerville Road, Suite B-2, Sacramento, CA 95827

California Department of General  
Services Use Only

Exempt per:

## EMERGENCY HOUSING

### 1. INTRODUCTION

California Department of Corrections and Rehabilitation, Division of Juvenile Justice Facilities (CDCR/DJJ) agree to provide Emergency Housing for case referrals from Juvenile or Criminal Courts to the County of Amador as described herein. The County of Amador agrees to compensate CDCR/DJJ per the Rate Sheet (Exhibit B-1). The services shall be performed at CDCR/DJJ facilities determined by the location of the requesting court in each individual case throughout the term of this Agreement.

Section 1752.1 of the Welfare and Institutions Code of the State of California states, "The Director may enter into contracts with the approval of the Director of Finance with any county of this state, upon request of the board of supervisors thereof, wherein the Youth Authority agrees to furnish emergency housing services to the county for selected cases of person eligible for commitment to the Youth Authority."

### 2. CONTRACTOR RESPONSIBILITIES

The County agrees to provide CDCR/DJJ a minimum of 24 hours in advance of any transfer for emergency housing of said juveniles. No person shall be transported to any institution under the jurisdiction of the CDCR/DJJ until the Director has been notified by the County of the transfer, by way of an order.

In the event that emergency medical treatment or emergency mental health treatment is deemed necessary by the CDCR/DJJ medical staff for any County Juvenile(s) housed in custody under this Agreement, the treatment shall be performed in a facility designated by CDCR/DJJ medical staff at the expense of the County. County shall be responsible for reimbursement of transportation costs incurred in acquisition of treatment, including costs for security staff. Service providers for the treatment shall directly invoice the County.

### 3. CDCR/DJJ RESPONSIBILITIES

The Director of CDCR/DJJ shall, on a cases-by-case basis, accept said juveniles to be held at a CDCR/DJJ institution. The County shall be notified by CDCR/DJJ in writing of the decision to accept or reject each case. For accepted cases, the court shall transport said juvenile to the designated CDCR/DJJ institution. CDCR/DJJ shall assume custody upon arrival at the institution and until release back into the custody of the County. CDCR/DJJ may terminate acceptance of any case upon 24 hours written notice to the County.

Daily operations will be consistent with the CDCR/DJJ minimum standards and training that CDCR/DJJ staff receives. These operations include feeding, clothing, count procedures, hygiene, room clean up and recreation. The CDCR/DJJ shall provide, as deemed needed by medical staff, routine medical, dental or mental health treatment, and routine periodic medical examinations for county juveniles housed in custody under this Agreement. Routine medical costs shall be included in the total amount of this Agreement. The County shall provide and pay for any and all ancillary medical services, including, but not limited to: Dental, Optical, Non-Emergency surgical and special consultation service.

CDCR/DJJ staff shall notify the County within 24 hours of any emergency medical treatment or emergency mental health treatment administered to any person sent to CDCR/DJJ by the County for diagnostic services, and shall mutually agree upon placement with the County. Notification shall include the name of the person receiving the treatment, the name, address, and phone number of the location where the treatment is being administered, and the name of a contact person at the treatment facility.

**4. PROJECT REPRESENTATIVES**

State Agency: CDCR	Contractor: County of Amador
Name: Eleanor Silva	Name: Mark Bonini Chief Probation Officer
Phone: (916) 683-7474	Phone: (209) 223-6387
Fax: (916) 683-7768	Fax: (209) 223-6403
Email: <a href="mailto:eleanor.silva@cdcr.ca.gov">eleanor.silva@cdcr.ca.gov</a>	Email: <a href="mailto:mbonini@amadorgov.org">mbonini@amadorgov.org</a>

**Direct all inquiries to:**

State Agency: CDCR	Contractor: County of Amador
Section/Unit: Case Services Section	Section/Unit:
Attention: Cathy Cabral	Attention: Tina Sealy
Address: PO Box 588501 Sacramento, CA 95758-8501	Address: 675 New York Ranch Road Jackson, CA 95642
Phone: (916) 683-7492	Phone : (209) 223-6582
Fax: (916) 683-7768	Fax: (209) 223-6403
Email: <a href="mailto:cathy.cabral@cdcr.ca.gov">cathy.cabral@cdcr.ca.gov</a>	Email: <a href="mailto:tsealy@amadorgov.org">tsealy@amadorgov.org</a>

**1. Invoicing and Payment (reimbursement contracts)**

- a. The CDCR will submit an Invoice to the Contractor, by the 10<sup>th</sup> day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.
- b. Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)  
ASB – Rancho Cucamonga  
Attention: Accounts Receivable  
PO Box 6000  
Rancho Cucamonga, CA 91729-6000

- c. Please send notification regarding payment to the address listed below:

California Department of Corrections and Rehabilitation  
Division of Juvenile Justice  
Attention: Accounts  
P.O. Box 588501  
Elk Grove, CA 95758-8501

**EMERGENCY HOUSING**

<u>Daily Rate Per Youth x Estimated # of Days* = Total per Fiscal Year</u>					
FY 16/17	\$115.72	x	181	=	\$ 20,945.32
FY 17/18	\$115.72	x	181	=	\$ 20,945.32
					<u>\$ 41,890.64</u>

The County of Amador has allocated **\$41,890.64** for the life of this Agreement, from July 1, 2016 through June 30, 2018, and agrees to reimburse California Department of Corrections and Rehabilitation, Division of Juvenile Justice (CDCR/DJJ) to provide emergency custody of juvenile youth of the court from the County of Amador, as outlined in Welfare and Institutions Code Section 1752.15. The County of Amador will be charged the daily rate of **One Hundred Fifteen Dollars and Seventy Two Cents (\$115.72)** per day or any part of a day. Such costs having been determined by the Director for the Division of Juvenile Justice of CDCR to be necessary to reimburse the State for the costs incurred. Notwithstanding the budget allocation stated above, the County of Amador agrees to compensate CDCR for each referral in accordance with the rate schedules of this Agreement even if the total compensation exceeds the budget.

CDCR shall bill the County monthly, by means of itemized statements, for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing. Said remittance shall cite this Agreement number and shall be mailed to:

Department of Corrections and Rehabilitations (CDCR)  
Division of Juvenile Justice  
Attention: Accounts  
P. O. Box 588501  
Elk Grove, CA 95758-8501

\*Estimated number of days to be used during the term of the Agreement.

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 Information**

CDCR and Provider agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit "G" and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. **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.

**4. 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.

**5. Taxes**

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

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.



**12. 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.

**13. 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.

**14. 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.

**15. 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.

#### **16. 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.

**17. Travel**

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

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

#### **27. 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:*

#### **28. Blood borne Pathogens**

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

#### **29. 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).

### **30. 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.

### **31. 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.

### **32. Prison Rape Elimination Policy**

CDCR maintains 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.

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.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

### **33. 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.

#### **34. 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.

## **BUSINESS ASSOCIATES AGREEMENT (HIPAA)**

### **Diagnostic Studies, Treatment Services and Case Referrals**

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

### **ARTICLE 1 DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.

- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

## ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
  - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
  - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
  - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
  - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
  - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
  - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by

an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc. ) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

### ARTICLE 3 SECURITY

#### 3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

#### 3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;



- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

|

**ARTICLE 4  
EXCHANGE OF STANDARD TRANSMISSIONS**

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
  - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
  - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
  - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.
- 4.2 Incorporation of Modifications to HHS Transaction Standards.
- Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.
- 4.3 Code Set Retention.
- If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.
- 4.4 Business Associate Obligations.
- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
  - (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
  - (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

#### 4.5 Confidential And Proprietary Information

##### (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall

not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5  
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal  
Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.
2. Informal Appeal  
If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.
3. Formal Appeal  
Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of

Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.



Business Associate:

Mark Bonini  
Chief Probation Officer  
675 New York Ranch Road  
Jackson, CA 95642

Telephone: (209) 223-6387  
Facsimile: (209) 223-6403

Covered Entity:

California Department of Corrections and Rehabilitation  
Privacy Officer  
HIPAA Compliance Unit  
Division of Correctional Health Care Services  
P.O. Box 942883  
Sacramento, CA 94283-0001

Telephone: (916) 327-1842  
Facsimile: (916) 327-0545

WC-2398	<b>CERTIFICATE OF COVERAGE</b>	03/21/2016
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## CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.  
 PO BOX 6450  
 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901  
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

**Member:**  
 AMADOR COUNTY  
 ATTN: LISA HOPKINS  
 810 COURT STREET  
 JACKSON, CA 95642-9534

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2015	07/01/2016	WORKERS' COMPENSATION: Statutory  EMPLOYERS' LIABILITY: \$5,000,000

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN AMADOR COUNTY PROBATION OFFICE AND CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION.


**Certificate Holder**

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
 ATTN: ARLENE CARSON, OFFICE OF BUSINESS SERVICES  
 9838 OLD PLACERVILLE RD STE B-2  
 SACRAMENTO, CA 95827

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

GL1-6424	CO	<b>CERTIFICATE OF COVERAGE</b>	03/21/2016
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**CSAC Excess Insurance Authority**  
 C/O ALLIANT INSURANCE SERVICES, INC.  
 PO BOX 6450  
 NEWPORT BEACH, CA 92658-6450  
 PHONE (949) 756-0271 / FAX (619) 699-0901  
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

**Member:**  
 AMADOR COUNTY  
 ATTN: LISA HOPKINS  
 810 COURT STREET  
 JACKSON, CA 95642-9534

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

**Coverages**  
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
<b>A</b>	<input checked="" type="checkbox"/> Primary General Liability Follows Terms and Conditions of General Liability I MOC	EIA 15 PGL-31	07/01/2015	07/01/2016	Difference between \$100,000 and the Deductible of \$10,000
<b>A</b>	<input checked="" type="checkbox"/> General Liability	EIA 15 EL-31	07/01/2015	07/01/2016	\$1,000,000
					Limits inclusive of \$100,000 Primary General Liability limit

**Description of Operations/Locations/Vehicles/Special Items:**  
 AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN AMADOR COUNTY PROBATION OFFICE AND CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION.

**Certificate Holder**  
 CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
 ATTN: ARLENE CARSON, OFFICE OF BUSINESS SERVICES  
 9838 OLD PLACERVILLE RD STE B-2  
 SACRAMENTO, CA 95827

**Cancellation**  
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE  


Resol

### AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 03/28/2016

From: Mark J. Bonini, Chief Probation Officer  
(Department Head - please type)

Phone Ext. 229

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

Meeting Date Requested:

April 12, 2016

Department Head Signature [Signature]

Agenda Title: Resolution Approving Standard Agreement #5600006138 with California Dept. of Corrections and Rehabilitation

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
This agreement is with the California Department of Corrections and Rehabilitation to provide juvenile diagnostic services which are ordered by the courts.

Recommendation/Requested Action:  
Two (2) certified copies of the signed Board Resolution.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None-Funds already included in FY 16/17 budget.

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 Contracts and Agreements Committee

Committee Recommendation:  
Approved (See attached Route Slip with approval initials)

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel [Signature]

Auditor [Signature] GSA Director [Signature]

CAO [Signature] Risk Management [Signature]

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

BOS Clerk two (2) original contracts to Probation .

#### FOR CLERK USE ONLY

Meeting Date 4-12-16 Time \_\_\_\_\_ Item # 3D

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 \_\_\_\_\_

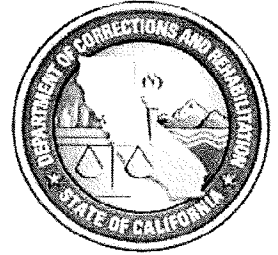
For meeting

Clerk or Deputy Board Clerk

of \_\_\_\_\_

Save

DIVISION OF ADMINISTRATIVE SERVICES  
OFFICE OF BUSINESS SERVICES  
9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827



March 16, 2016

County of Amador  
Attn: Mark Bonini, Chief Probation Officer  
675 New York Ranch Road  
Jackson, CA 95642

Dear Mr. Bonini:

**AGREEMENT NUMBER: 5600006138**  
**SERVICE: DIAGNOSTIC STUDIES, TREATMENT SERVICES AND CASE REFERRALS**

Attached for your signature is the above-referenced Standard Agreement (STD 213) and related exhibits. This Agreement is not valid unless, and until, approved by the Department of General Services, or under its authority, the California Department of Corrections and Rehabilitation (CDCR). In order to execute this Agreement, the following documents are required:

- Two (2) copies of the Standard Agreement (STD 213). Please make two (2) copies and provide an original signature and date on each STD 213.
- Copy of the Board Resolution
- Proof of Self-Insurance

Please return the above documents to:

California Department of Corrections and Rehabilitation  
Attention: Arlene Carson, Office of Business Services  
9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827

The State has no legal obligation, unless and until the Agreement is approved. When this Agreement is fully approved, an original will be forwarded to you.

If you have any questions, please contact me at (916) 255-6578.

Sincerely,

A handwritten signature in cursive script that reads "Arlene Carson".

Arlene Carson  
Associate Contract Analyst  
California Department of Corrections and Rehabilitation

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

AGREEMENT NUMBER

**5600006138**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR'S NAME

County of Amador

2. The term of this Agreement is: July 1, 2016 through June 30, 2018



3. The maximum amount of this Agreement is: (\$40,140.00) Reimbursement to CDCR Forty Thousand One Hundred Forty Dollars and Zero Cents

4. 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	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B-1 – Rate Sheet	1 page
Exhibit C* - General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	13 pages
Exhibit E – HIPAA-BAA	15 pages

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.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>		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) 3/17/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Bonini, Chief Probation Officer		
ADDRESS 675 New York Ranch Road Jackson, CA 95642		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Corrections and Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Terri Gibson, Manager, Headquarters Contract Unit 3		
ADDRESS 9838 Old Placerville Road, Suite B-2, Sacramento, CA 95827		

Exempt per:

## **DIAGNOSTIC STUDIES, TREATMENT SERVICES AND CASE REFERRALS**

### **1. INTRODUCTION**

California Department of Corrections and Rehabilitation, Division of Juvenile Justice Facilities (CDCR/DJJ) agree to provide Diagnostic Studies, Treatment Services and Temporary Detention for case referrals from Juvenile Court to the County of Amador as described herein. The County of Amador agrees to compensate CDCR/DJJ per Exhibit B-1. The services shall be performed at CDCR /DJJ Facilities.

Section 1752.1 of the Welfare and Institutions Code of the State of California states, "The Director may enter into contracts with the approval of the Director of Finance with any county of this state, upon request of the board of supervisors thereof, wherein the Youth Authority agrees to furnish diagnosis and treatment services and temporary detention during a period of study to the county for selected cases of persons eligible for commitment to the Youth Authority."

A Juvenile Court has determined that a person is eligible for commitment to CDCR/DJJ and in any county in which there is in effect a contract made pursuant to Section 1752.1 and 1731.6 of the Welfare and Institutions Code if a court has determined that a person comes within the provisions of Section 1731.5 and concludes that a proper disposition of the case requires such observation and diagnosis as can be made at the CDCR/DJJ.

The court may continue the hearing and order that such a person be placed temporarily in such a center for a period not to exceed 90 days, with the further provision in such order that the Director of the CDCR/DJJ facilities report to the court its diagnosis and recommendations concerning the person within the 90 day period.

### **2. CONTRACTOR RESPONSIBILITIES**

The Sheriff of the county in which an order is made placing a person in a diagnostic and treatment center pursuant to this section (1731.6), or any other peace officer designated by the court, shall execute the order placing such person in the center or returning him there from the court. The expense of such Sheriff or other peace officer incurred in executing such order is a charge upon the county in which the court is situated.

In the event that emergency medical treatment or emergency mental health treatment is deemed necessary by the CDCR/DJJ medical staff for any County Juvenile(s) housed in custody under this Agreement, the treatment shall be performed in a facility designated by CDCR/DJJ medical staff at the expense of the County. County shall be responsible for reimbursement of transportation costs incurred in acquisition of treatment, including costs for security staff. Service providers for the treatment shall directly invoice the County.

### **3. CDCR/DJJ RESPONSIBILITIES**

The Director of CDCR/DJJ facilities shall, within the 90 days, cause the person to be observed and examined and shall forward to the court his diagnosis and recommendation concerning such person's future, care, supervision, and treatment.

The CDCR/DJJ shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director for CDCR/DJJ facilities certifies that staff and institutions are available. No person shall be transported to any facility under the jurisdiction of the CDCR/DJJ until the Director has notified the referring court, by way of an acceptance letter, of the place to which the person is to be transported and of the time at which he can be received.

Daily operations will be consistent with the CDCR/DJJ minimum standards and training that CDCR/DJJ staff receives. These operations include feeding, clothing, count procedures, hygiene, room clean up and recreation. The CDCR/DJJ shall provide, as deemed needed by medical staff, routine medical, dental or mental health treatment, and routine periodic medical examinations for county juveniles housed in custody under this Agreement. Routine medical costs shall be included in the total amount of this agreement. County shall provide and pay for any and all ancillary medical services, including, but not limited to: Dental, Optical, Non-Emergency surgical and special consultation service.

CDCR/DJJ staff shall notify the County within twenty-four hours of any emergency medical treatment or emergency mental health treatment administered to any person sent to CDCR/DJJ by the County for diagnostic services, and shall mutually agree upon placement with the County. Notification shall include the name of the person receiving the treatment, the name, address, and phone number of the location where the treatment is being administered, and the name of a contact person at the treatment facility.

**4. PROJECT REPRESENTATIVES**

State Agency: CDCR/DJJ	Contractor: County of Amador
Name: Eleanor Silva	Name: Mark Bonini Chief Probation Officer
Phone: (916) 683-7474	Phone: (209) 223-6387
Fax: (916) 683-7767	Fax: (209) 223-6403
Email : eleanor.silva@cdcr.ca.gov	Email : mbonini@amadorgov.org

**Direct all inquiries to:**

State Agency: CDCR/DJJ	Contractor: County of Amador
Section/Unit: I&C County Referral	Section/Unit:
Attention: Cathy Cabral	Attention: Tina Sealy
Address: P. O. Box 588501 Elk Grove, CA 95758-8501	Address: 675 New York Ranch Road Jackson, CA 95642
Phone: (916) 683-7492	Phone: (209) 223-6582
Fax: (916) 683-7767	Fax : (209) 223-6403
Email : cathy.cabral@cdcr.ca.gov	Email : tsealy@amadorgov.org



1. **Invoicing and Payment (reimbursement contracts)**

- a. The CDCR will submit an Invoice to the Contractor, by the 10<sup>th</sup> day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.
- b. Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)  
ASB – Rancho Cucamonga  
Attention: Accounts Receivable  
PO Box 6000  
Rancho Cucamonga, CA 91729-6000

- c. Please send notification regarding payment to the address listed below:

California Department of Corrections and Rehabilitation  
Division of Juvenile Justice  
Attention: Accounts  
P.O. Box 588501  
Elk Grove, CA 95758-8501

**DIAGNOSTIC STUDIES, TREATMENT SERVICES AND CASE REFERRALS**

<u>Daily Rate Per Youth</u>		<u>x</u>	<u>Estimated # of Days*</u>	<u>=</u>	<u>Total per Fiscal Year</u>
FY 16/17	\$223.00	x	90	=	\$20,070.00
FY 17/18	\$223.00	x	90	=	\$20,070.00
					\$40,140.00
(REIMBURSEMENT AGREEMENT)					

The County of Amador is allocated \$40,140.00 for the life of this Agreement, from July 1, 2016 through June 30, 2018, and agrees to reimburse California Department of Corrections and Rehabilitation, Division of Juvenile Justice (CDCR/DJJ) to provide Diagnostic Studies, Treatment Services and Temporary Detention for case referrals from Juvenile and/or Criminal Courts. Any fraction thereof shall be computed at Two Hundred Twenty Three Dollars and No Cents (\$223.00) per day or any part of a day, such costs having been determined by the Director for the Division of Juvenile Justice of CDCR to be necessary to reimburse the State for the costs incurred. Notwithstanding the budget allocation stated above, the County of Amador agrees to compensate CDCR/DJJ for each referral in accordance with the rate schedules of this Agreement even if the total compensation exceeds the budget.

CDCR/DJJ shall bill the County monthly, by means of itemized statements, for each youth, and the County shall make remittance or payment thereof within forty-five (45) days of receipt of such billing.

\*Estimated number of days to be used during the term of the Agreement.

**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 Information**

CDCR and Provider agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit "G" and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

**3. 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.

#### **4. 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.

#### **5. Taxes**

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

#### **6. 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.

#### **7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

## **16. 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.



**17. Travel**

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

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

### **23. 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.

### **24. 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.

### **25. 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.

### **26. 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.

#### **27. 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:*

#### **28. Blood borne Pathogens**

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

#### **29. 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).

### **30. 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.

### **31. 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.

### **32. Prison Rape Elimination Policy**

CDCR maintains 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.

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.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

### **33. 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.

#### **34. 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.

## **BUSINESS ASSOCIATES AGREEMENT (HIPAA)**

### **Diagnostic Studies, Treatment Services and Case Referrals**

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

### **ARTICLE 1 DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.



- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

## ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
  - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
  - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
  - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
  - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
  - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
  - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by

an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc. ) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

### ARTICLE 3 SECURITY

#### 3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

#### 3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

**ARTICLE 4  
EXCHANGE OF STANDARD TRANSMISSIONS**

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
  - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
  - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
  - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

#### 4.5 Confidential And Proprietary Information

##### (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall



not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5  
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

(a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of

Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Mark Bonini  
Chief Probation Officer  
675 New York Ranch Road  
Jackson, CA 95642

Telephone: (209) 223-6387  
Facsimile: (209) 223-6403

Covered Entity:

California Department of Corrections and Rehabilitation  
Privacy Officer  
HIPAA Compliance Unit  
Division of Correctional Health Care Services  
P.O. Box 942883  
Sacramento, CA 94283-0001

Telephone: (916) 327-1842  
Facsimile: (916) 327-0545

WC-2398	<b>CERTIFICATE OF COVERAGE</b>	03/21/2016
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<p><b>CSAC Excess Insurance Authority</b></p> <p>C/O ALLIANT INSURANCE SERVICES, INC.          PO BOX 6450          NEWPORT BEACH, CA 92658-6450</p> <p>PHONE (949) 756-0271 / FAX (619) 699-0901          LICENSE #0C36861</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER</p>
<p>IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>	
<p>COVERAGE AFFORDED BY: <b>A - See attached schedule of insurers</b></p>	

<p><b>Member:</b></p> <p>AMADOR COUNTY          ATTN: LISA HOPKINS          810 COURT STREET          JACKSON, CA 95642-9534</p>	<p>COVERAGE AFFORDED BY: <b>B</b></p>
<p>COVERAGE AFFORDED BY: <b>C</b></p>	
<p>COVERAGE AFFORDED BY: <b>D</b></p>	


**Coverages**  
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2015	07/01/2016	WORKERS' COMPENSATION: Statutory  EMPLOYERS' LIABILITY: \$5,000,000

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN AMADOR COUNTY PROBATION OFFICE AND CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION.

<p>Certificate Holder</p> <p>CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION          ATTN: ARLENE CARSON, OFFICE OF BUSINESS SERVICES          9838 OLD PLACERVILLE RD STE B-2          SACRAMENTO, CA 95827</p>	<p>Cancellation</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.</p>
<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p> <p style="text-align: center;">CSAC EXCESS INSURANCE AUTHORITY</p>	

GL1-6424	CO	<b>CERTIFICATE OF COVERAGE</b>	03/21/2016
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**CSAC Excess Insurance Authority**  
 C/O ALLIANT INSURANCE SERVICES, INC.  
 PO BOX 6450  
 NEWPORT BEACH, CA 92658-6450  
 PHONE (949) 756-0271 / FAX (619) 699-0901  
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

**Member:**  
 AMADOR COUNTY  
 ATTN: LISA HOPKINS  
 810 COURT STREET  
 JACKSON, CA 95642-9534

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

**Coverages**  
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
<b>A</b>	<input checked="" type="checkbox"/> Primary General Liability Follows Terms and Conditions of General Liability I MOC	EIA 15 PGL-31	07/01/2015	07/01/2016	Difference between \$100,000 and the Deductible of \$10,000
<b>A</b>	<input checked="" type="checkbox"/> General Liability	EIA 15 EL-31	07/01/2015	07/01/2016	
					Limits inclusive of \$100,000 Primary General Liability limit

**Description of Operations/Locations/Vehicles/Special Items:**  
 AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN AMADOR COUNTY PROBATION OFFICE AND CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION.

**Certificate Holder**  
 CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
 ATTN: ARLENE CARSON, OFFICE OF BUSINESS SERVICES  
 9838 OLD PLACERVILLE RD STE B-2  
 SACRAMENTO, CA 95827

**Cancellation**  
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE  




Resol

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
April 12, 2016	

To: **Board of Supervisors**  
 Date: April 5, 2016

From: Steven A. Zanetta, County Surveyor Phone Ext. 371  
 (Department Head - please type)

Department Head Signature *Steven Zanetta*

Agenda Title: J. Ethel Cecchetti, Trustee - Certificates of Compliance

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The subject agenda item is a request for approval of seven (7) compliance certificates. The parcels are located on the northerly side of Tonzi Road, approximately five hundred feet (500 ft.) easterly of the junction with Vaira Ranch Road and extending easterly for approximately 2.2 miles, in the Drytown area. Assessor Parcel No.'s 11-040-023, 11-040-024 and 11-050-001

Recommendation/Requested Action:

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

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

Name \_\_\_\_\_  
 Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel *Ge*  
 Auditor *JOR* GSA Director *HPG*  
 CAO *de* Risk Management *MD*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 Transmit 2 copies of the resolution, 1 set certified & the compliance certificates(signed originals) w/descriptions to Surveying.

### FOR CLERK USE ONLY

Meeting Date 4-12-16 Time \_\_\_\_\_ Item # 3e

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

Requested By:  
**BOARD OF SUPERVISORS**  
When Recorded Return To:  
**SURVEYING & ENGINEERING**

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

IN THE MATTER OF

RESOLUTION ISSUING CERTIFICATES )  
OF COMPLIANCE TO J. ETHEL CECCHETTINI, ) RESOLUTION NO. 2016-xxxx  
SURVIVING TRUSTEE OF THE CECCHETTINI )  
TRUST DATED APRIL 24, 2001 )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, pursuant to Government Code 66499.34 and 66499.35 that said Board does hereby approve the issuance of seven (7) certificates of compliance for J. Ethel Cecchettini, Surviving Trustee of the Cecchettini Trust dated April 24, 2001, for the parcel described in Exhibits "A" of the certificates of compliance, which certificates, along with said Exhibits "A", is attached thereto and incorporated therein by reference as though set forth in full; and

BE IT FURTHER RESOLVED that the Clerk of said Board be and hereby is directed to record this resolution and said certificates of compliance with Exhibits "A".

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 12th day of April, 2016, by the following vote:

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

NOES: None

ABSENT: None

---

Chairman, Board of Supervisors

ATTEST:

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

---

Recording requested by:

**BOARD OF SUPERVISORS**

When recorded send to:

**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE  
FOR J. ETHEL CECCHETTINI, SURVIVING TRUSTEE  
OF THE CECCHETTINI TRUST DATED APRIL 24, 2001  
APN 11-040-023, 11-040-024, AND 11-050-001  
1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

---

CHAIRMAN, BOARD OF SUPERVISORS

**ACKNOWLEDGEMENT**

A **notary** public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  ) SS  
County of Amador            )

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **John Plasse** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy, Board of Supervisors

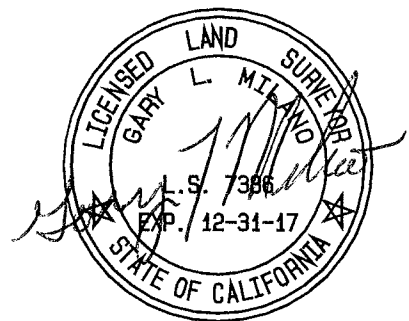
**EXHIBIT "A"**  
**COMPLIANCE PARCEL No. 4**

**LEGAL DESCRIPTION**

**A PORTION OF LAND WITHIN THE NORTHEAST ¼ OF SECTION 2,  
T. 6 N., R. 10 E., M.D.B.M.  
AMADOR COUNTY, CALIFORNIA.**

**THE LAND DESCRIBED HEREIN IS A PORTION OF THE SOUTHWEST ¼ OF THE  
NORTHEAST ¼ OF SECTION 2 TOWNSHIP 6 NORTH, RANGE 10 EAST M.D.B.M.  
AMADOR COUNTY, STATE OF CALIFORNIA, AND IS MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:**

**ALL THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST ¼ OF SECTION 2  
T. 6N., R.10E., M.D.B.M. LYING NORTHERLY OF THE CENTERLINE OF TONZI COUNTY  
ROAD, AS SAID ROAD EXISTED SEPTEMBER 10, 1949**



3-22-2016

Recording requested by:  
**BOARD OF SUPERVISORS**  
When recorded send to:  
**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE  
FOR J. ETHEL CECCHETTINI, SURVIVING TRUSTEE  
OF THE CECCHETTINI TRUST DATED APRIL 24, 2001  
APN 11-040-023, 11-040-024, AND 11-050-001  
1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

---

CHAIRMAN, BOARD OF SUPERVISORS

**ACKNOWLEDGEMENT**

A **notary** public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  ) SS  
County of Amador            )

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **John Plasse** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy, Board of Supervisors



**EXHIBIT "A"**  
**COMPLIANCE PARCEL No. 5**  
**LEGAL DESCRIPTION**

**A PORTION OF LAND WITHIN THE NORTHEAST ¼ OF SECTION 4,  
T. 6 N., R. 10 E., M.D.B.M.  
AMADOR COUNTY, CALIFORNIA.**

**THE LAND DESCRIBED HEREIN IS ALL OF LOT 1 AND A PORTION OF THE  
SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 4 TOWNSHIP 6 NORTH,  
RANGE 10 EAST M.D.B.M. AMADOR COUNTY, STATE OF CALIFORNIA, AND IS MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

**LOT 1 AND ALL THAT PORTION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF  
SECTION 4 T. 6N., R.10E., M.D.B.M. LYING NORTHERLY OF THE CENTERLINE OF  
TONZI COUNTY ROAD, AS SAID ROAD EXISTED SEPTEMBER 10, 1949**



3-22-2016

Recording requested by:

**BOARD OF SUPERVISORS**

When recorded send to:

**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE  
FOR J. ETHEL CECCHETTINI, SURVIVING TRUSTEE  
OF THE CECCHETTINI TRUST DATED APRIL 24, 2001  
APN 11-040-023, 11-040-024, AND 11-050-001  
1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

---

CHAIRMAN, BOARD OF SUPERVISORS



**EXHIBIT "A"**  
**COMPLIANCE PARCEL No. 6**  
**LEGAL DESCRIPTION**

**A PORTION OF LAND WITHIN THE NORTHWEST ¼ OF SECTION 3,  
T. 6 N., R. 10 E., M.D.B.M.  
AMADOR COUNTY, CALIFORNIA.**

**THE LAND DESCRIBED HEREIN IS ALL OF LOT 4 AND A PORTION THE SOUTHWEST ¼  
OF THE NORTHWEST ¼ OF SECTION 3 TOWNSHIP 6 NORTH, RANGE 10 EAST  
M.D.B.M. AMADOR COUNTY, STATE OF CALIFORNIA, AND IS MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:**

**LOT 4 AND ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF  
SECTION 3 T. 6N., R.10E., M.D.B.M. LYING NORTHERLY OF THE CENTERLINE OF  
TONZI COUNTY ROAD, AS SAID ROAD EXISTED SEPTEMBER 10, 1949**



3-22-2016

Recording requested by:

**BOARD OF SUPERVISORS**

When recorded send to:

**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE  
FOR J. ETHEL CECCHETTINI, SURVIVING TRUSTEE  
OF THE CECCHETTINI TRUST DATED APRIL 24, 2001  
APN 11-040-023, 11-040-024, AND 11-050-001  
1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

---

CHAIRMAN, BOARD OF SUPERVISORS

**ACKNOWLEDGEMENT**

A **notary** public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  ) SS  
County of Amador            )

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **John Plasse** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy, Board of Supervisors

**EXHIBIT "A"**  
**COMPLIANCE PARCEL No. 7**  
**LEGAL DESCRIPTION**

**A PORTION OF LAND WITHIN THE NORTHWEST ¼ OF SECTION 3,  
T. 6 N., R. 10 E., M.D.B.M.  
AMADOR COUNTY, CALIFORNIA.**

**THE LAND DESCRIBED HEREIN IS ALL OF LOT 3 AND A PORTION OF THE  
SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 3 TOWNSHIP 6 NORTH,  
RANGE 10 EAST M.D.B.M. AMADOR COUNTY, STATE OF CALIFORNIA, AND IS MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

**LOT 3 AND ALL THAT PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF  
SECTION 3 T. 6N., R.10E., M.D.B.M. LYING NORTHERLY OF THE CENTERLINE OF  
TONZI COUNTY ROAD, AS SAID ROAD EXISTED SEPTEMBER 10, 1949**



3-22-2016

Recording requested by:

**BOARD OF SUPERVISORS**

When recorded send to:

**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE  
FOR J. ETHEL CECCHETTINI, SURVIVING TRUSTEE  
OF THE CECCHETTINI TRUST DATED APRIL 24, 2001  
APN 11-040-023, 11-040-024, AND 11-050-001  
1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

---

CHAIRMAN, BOARD OF SUPERVISORS





**EXHIBIT "A"**  
**COMPLIANCE PARCEL No. 8**  
**LEGAL DESCRIPTION**

**A PORTION OF LAND WITHIN THE NORTHEAST ¼ OF SECTION 3,  
T. 6 N., R. 10 E., M.D.B.M.  
AMADOR COUNTY, CALIFORNIA.**

**THE LAND DESCRIBED HEREIN IS ALL OF LOT 1 AND LOT 2 AND A PORTION OF  
THE SOUTH HALF OF THE NORTHEAST ¼ OF SECTION 3 TOWNSHIP 6 NORTH,  
RANGE 10 EAST M.D.B.M. AMADOR COUNTY, STATE OF CALIFORNIA, AND IS MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

**LOT 1 AND LOT 2 AND ALL THAT PORTION OF THE SOUTH HALF OF THE  
NORTHEAST ¼ OF SECTION 3 T. 6N., R.10E., M.D.B.M. LYING NORTHERLY OF THE  
CENTERLINE OF TONZI COUNTY ROAD, AS SAID ROAD EXISTED SEPTEMBER 10,  
1949**



3-22-2016

Recording requested by:

**BOARD OF SUPERVISORS**

When recorded send to:

**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE  
FOR J. ETHEL CECCHETTINI, SURVIVING TRUSTEE  
OF THE CECCHETTINI TRUST DATED APRIL 24, 2001  
APN 11-040-023, 11-040-024, AND 11-050-001  
1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

---

CHAIRMAN, BOARD OF SUPERVISORS

**ACKNOWLEDGEMENT**

A **notary** public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  ) SS  
County of Amador            )

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **John Plasse** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy, Board of Supervisors

**EXHIBIT "A"**  
**COMPLIANCE PARCEL No. 9**  
**LEGAL DESCRIPTION**

**A PORTION OF LAND WITHIN THE NORTHWEST ¼ OF SECTION 2,  
T. 6 N., R. 10 E., M.D.B.M.  
AMADOR COUNTY, CALIFORNIA.**

**THE LAND DESCRIBED HEREIN IS ALL OF LOT 3 AND LOT 4 AND A PORTION OF THE  
SOUTH HALF OF THE NORTHWEST ¼ OF SECTION 2 TOWNSHIP 6 NORTH, RANGE 10  
EAST M.D.B.M. AMADOR COUNTY, STATE OF CALIFORNIA, AND IS MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

**LOT 3 AND LOT 4 AND ALL THAT PORTION OF THE SOUTH HALF OF THE  
NORTHWEST ¼ OF SECTION 2 T. 6N., R.10E., M.D.B.M. LYING NORTHERLY OF THE  
CENTERLINE OF TONZI COUNTY ROAD, AS SAID ROAD EXISTED SEPTEMBER 10,  
1949**



3-22-2016

Recording requested by:  
**BOARD OF SUPERVISORS**  
When recorded send to:  
**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE  
FOR J. ETHEL CECCHETTINI, SURVIVING TRUSTEE  
OF THE CECCHETTINI TRUST DATED APRIL 24, 2001  
APN 11-040-023, 11-040-024, AND 11-050-001  
1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

---

CHAIRMAN, BOARD OF SUPERVISORS



**EXHIBIT "A"**  
**COMPLIANCE PARCEL No. 10**  
**LEGAL DESCRIPTION**

**A PORTION OF LAND WITHIN THE NORTHEAST ¼ OF SECTION 2,  
T. 6 N., R. 10 E., M.D.B.M.  
AMADOR COUNTY, CALIFORNIA.**

**THE LAND DESCRIBED HEREIN IS A PORTION OF SECTION 2, TOWNSHIP 6 NORTH,  
RANGE 10 EAST M.D.B.M. AMADOR COUNTY, STATE OF CALIFORNIA, AND IS MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

**LOT 2 OF SECTION 2, T. 6N., R.10E., M.D.B.M.**



3-22-2016

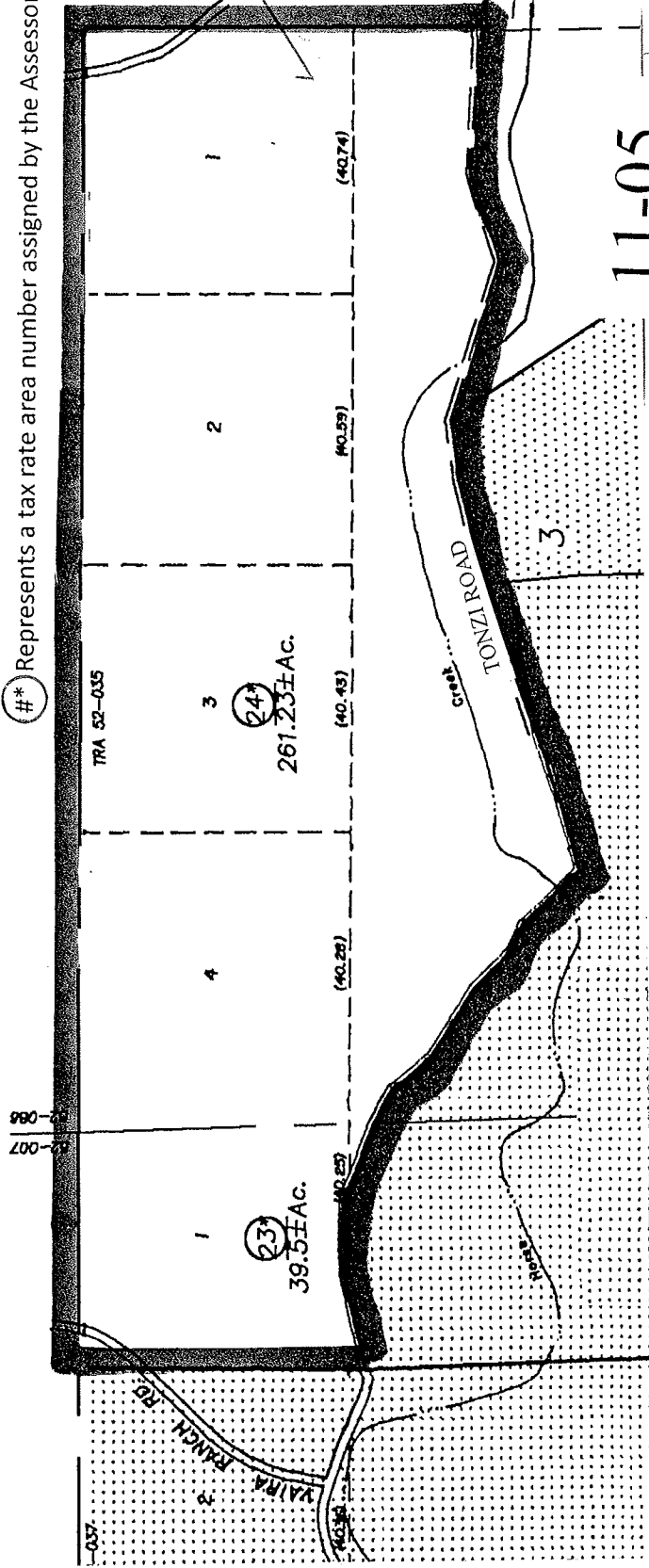
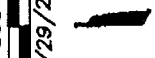


CECCHETTINI - COMPLIANCE CERTIFICATES

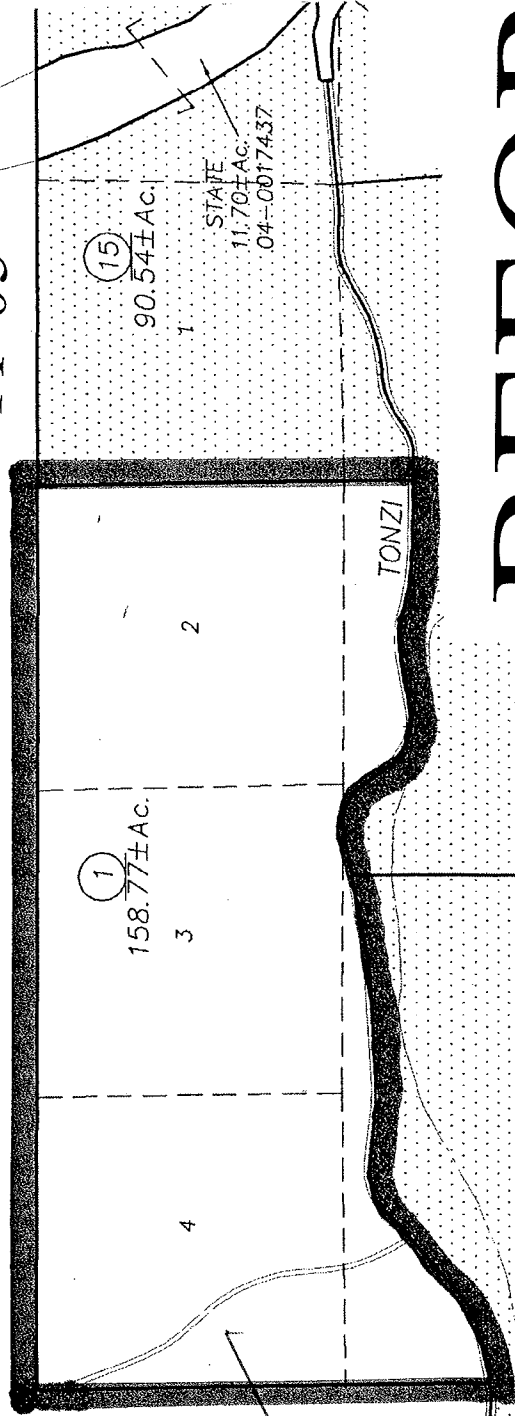
11-04

#\* Represents a tax rate area number assigned by the Assessor

07/29/2004

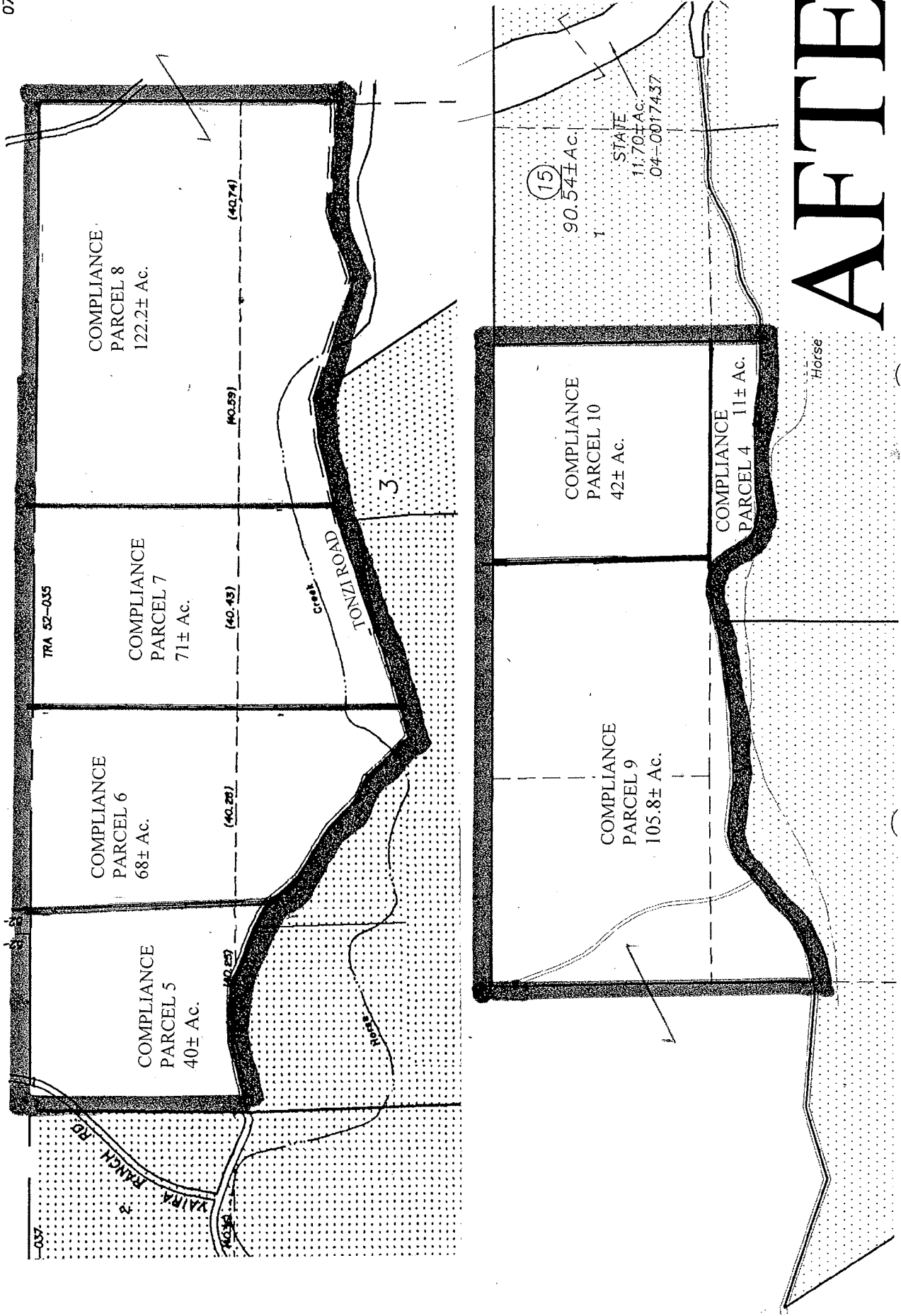
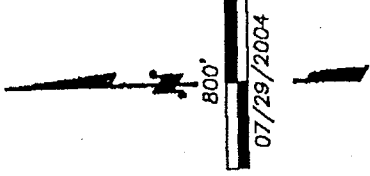


11-05



BEFORE

CECCHETTINI - COMPLIANCE CERTIFICATES



Resol

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 04/04/2016

From: Michael E. Ryan  
(Department Head - please type)

Phone Ext. X443

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>04/12/2016</u>	

Department Head Signature *Michael E. Ryan*

Agenda Title: Distribution of Excess Proceeds from March 11, 2015 Tax Sale

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Section 4675, Revenue & Taxation Code, provides that excess proceeds from the sale of tax-defaulted property be distributed on order of the Board of Supervisors. County Counsel has reviewed the proposed distributions.

Recommendation/Requested Action:  
Adoption of the proposed Resolution ordering the distribution of excess proceeds

Fiscal Impacts (attach budget transfer form if appropriate)  
None

Staffing Impacts  
None

Is a 4/5ths vote required? Yes  No

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

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GC

Auditor JOR

GSA Director HOP

CAO [Signature]

Risk Management [Signature]

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

Certified copy of Resolution to Treasurer/Tax Collector; Auditor

### FOR CLERK USE ONLY

Meeting Date 4-12-16

Time \_\_\_\_\_

Item # 3F

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
Completed by \_\_\_\_\_

A new ATF is required from \_\_\_\_\_ Department For meeting of \_\_\_\_\_

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

Save

Print Form

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

**IN THE MATTER OF:**

**RESOLUTION AUTHORIZING DISTRIBUTION            }**  
**OF EXCESS PROCEEDS FROM MARCH 11,            }**     **RESOLUTION NO. 16-**  
**2015, PUBLIC AUCTION SALE                        }**

WHEREAS, Section 4675 of the Revenue and Taxation Code of the State of California provides that excess proceeds from the sale of tax-defaulted property shall be distributed on order of the Board of Supervisors to the parties of interest who have claimed the excess proceeds, except prior to the distribution: (1) the County may deduct those costs of maintaining the redemption and tax-defaulted property files, and those costs of administering and processing the claims for excess proceeds, that have not been recovered under any other provision of law {4674 R & T Code}; and, (2) the County shall deduct the cost of obtaining the name and last known mailing address of parties of interest and of mailing or publishing the notices required under this section {4676(d) R & T Code}.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby authorize and order that the excess proceeds resulting from the public auction sale conducted by the Amador County Tax Collector on March 11, 2015, be distributed as set forth in Attachment "A" hereto.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the            day of            , 2016, by the following vote:

AYES :

NOES :

ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
Jennifer Burns, Clerk of the Board of Supervisors, Amador County, California

\_\_\_\_\_  
Deputy

**ATTACHMENT "A"**

**DISTRIBUTION OF EXCESS PROCEEDS - MARCH 11, 2015 TAX SALE**  
**TOTAL TO BE DISTRIBUTED: \$45,482.06**

1. ASSESSMENT NO. : 003-071-019-000  
TRA : 052-038  
EXCESS PROCEEDS : **\$18.14**

**\$18.14** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.

2. ASSESSMENT NO. : 003-160-001-000  
TRA : 052-038  
EXCESS PROCEEDS : **\$96.53**

**\$96.53** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.

3. ASSESSMENT NO. : 003-651-011-000  
TRA : 052-038  
EXCESS PROCEEDS : **\$17.86**

**\$17.86** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.

4. ASSESSMENT NO. : 014-093-002-000  
TRA : 052-003  
EXCESS PROCEEDS : **\$23,491.74**

a) **\$409.59** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR NOTICE COSTS (MAILING/PUBLICATION), AS PROVIDED IN SECTION 4676, R & T CODE.

b) **\$185.79** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION

AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.

- c) **\$22,896.36** TO BE DISTRIBUTED TO STATE OF CALIFORNIA FRANCHISE TAX BOARD, COLLECTION ADVISORY TEAM, MS A-240, PO BOX 2952, SACRAMENTO, CA, 95812-2952. (CLAIM OF \$65,959.20 BASED NOTICES OF STATE TAX LIEN RECORDED APRIL 26, 2010, DOCUMENT NO. 2010-0002935-00, RECORDED AUGUST 17, 2010, DOCUMENT NO. 2010-0006164-00, RECORDED NOVEMBER 18, 2010, DOCUMENT NO. 2010-0009251-00, AND RECORDED JULY 6, 2011, DOCUMENT NO. 2011-0005237-00, ALL OFFICIAL RECORDS OF AMADOR COUNTY). NO FUNDS ARE AVAILABLE TO PAY CLAIMS FOR EXCESS PROCEEDS FILED BY THE INTERNAL REVENUE SERVICE (CLAIM BASED ON NOTICE OF FEDERAL TAX LIEN RECORDED SEPTEMBER 26, 2011, DOCUMENT NO. 2011-0007586-00, OFFICIAL RECORDS OF AMADOR COUNTY), LERUE GRIM (PRIOR OWNER-BY MARIBETH WILLIAMS POA), LERUE GRIM (PRIOR OWNER-BY MARIBETH WILLIAMS POA) AND FOUND EXTRA MONEY, LLC (ASSIGNEE), AND LOUIS GRIM (HEIR OF PRIOR OWNER-BY UNCLAIMED FINANCIAL ASSETS, LLC POA).

5. ASSESSMENT NO. : 021-190-007-000  
TRA : 052-088  
EXCESS PROCEEDS : **\$4,879.40**

- a) **\$357.75** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR NOTICE COSTS (MAILING/PUBLICATION), AS PROVIDED IN SECTION 4676, R & T CODE.
- b) **\$185.79** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.
- c) **\$4,335.86** TO BE DISTRIBUTED TO DIANA L. WELLS, TRUSTEE, PO BOX 157, WESTLEY, CA 95387. (CLAIM BASED ON DOCUMENT RECORDED AUGUST 2, 2000, DOCUMENT NO. 2000-0006755-00, OFFICIAL RECORDS OF AMADOR COUNTY).

6. ASSESSMENT NO. : 031-010-051-000  
TRA : 052-086  
EXCESS PROCEEDS : **\$1,224.90**

- a) **\$331.83** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR NOTICE COSTS (MAILING/PUBLICATION), AS PROVIDED IN SECTION 4676, R & T CODE.

- b) **\$185.79** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.
- c) AS NO CLAIMS WERE RECEIVED, **\$707.28** IS TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640), AS PROVIDED IN SECTIONS 4673 AND 4673.1 (a)(2), R & T CODE.

7. ASSESSMENT NO. : 033-420-007-000  
 TRA : 052-009  
 EXCESS PROCEEDS : **\$87.60**

**\$87.60** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.

8. ASSESSMENT NO. : 033-662-002-000  
 TRA : 052-009  
 EXCESS PROCEEDS : **\$1,183.48**

- a) **\$370.71** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR NOTICE COSTS (MAILING/PUBLICATION), AS PROVIDED IN SECTION 4676, R & T CODE.
- b) **\$185.79** TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.
- c) **\$626.98** TO BE DISTRIBUTED TO SHAW, MORLAN AND ASSOCIATES. (CLAIM OF \$20,000.00 PLUS INTEREST, BASED ON DEED OF TRUST RECORDED FEBRUARY 23, 2004, DOCUMENT NO. 2004-0002343-00, OFFICIAL RECORDS OF AMADOR COUNTY). NO FUNDS ARE AVAILABLE TO PAY CLAIMS FOR EXCESS PROCEEDS FILED BY ALLAN AUFDERMAUER AND ALBERTA AUFDERMAUER (CLAIM BASED ON DEED OF TRUST RECORDED AUGUST 4, 2004, DOCUMENT NO. 2004-0010883-00, OFFICIAL RECORDS OF AMADOR COUNTY), AND AMADOR WATER AGENCY (CLAIM BASED ON LIEN CERTIFICATE RESPECTING DELINQUENT WATER CHARGES RECORDED FEBRUARY 16, 2011, DOCUMENT NO. 2011-0001272-00, OFFICIAL RECORDS OF AMADOR COUNTY).

9. ASSESSMENT NO. : 044-320-014-000  
TRA : 052-049  
EXCESS PROCEEDS : \$103.55

\$103.55 TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.

10. ASSESSMENT NO. : 044-320-016-000  
TRA : 052-049  
EXCESS PROCEEDS : \$7,265.36

a) \$338.31 TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR NOTICE COSTS (MAILING/PUBLICATION), AS PROVIDED IN SECTION 4676, R & T CODE.

b) \$185.79 TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.

c) AS NO CLAIMS WERE RECEIVED, \$6,741.26 TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640), AS PROVIDED IN SECTIONS 4673 AND 4673.1 (a)(2), R & T CODE.

11. ASSESSMENT NO. : 044-320-022-000  
TRA : 052-049  
EXCESS PROCEEDS : \$7,113.50

a) \$344.79 TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR NOTICE COSTS (MAILING/PUBLICATION), AS PROVIDED IN SECTION 4676, R & T CODE.

b) \$185.79 TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640) FOR COSTS OF MAINTAINING THE REDEMPTION AND TAX-DEFAULTED PROPERTY FILES AND FOR COSTS OF ADMINISTERING AND PROCESSING CLAIMS FOR EXCESS PROCEEDS, AS PROVIDED IN SECTION 4674, R & T CODE.

c) AS NO CLAIMS WERE RECEIVED, \$6,582.92 TO BE DISTRIBUTED TO THE COUNTY GENERAL FUND (1230-101110-46640), AS PROVIDED IN SECTIONS 4673 AND 4673.1 (a)(2), R & T CODE.