

**AMADOR COUNTY BOARD OF SUPERVISORS**  
**COUNTY ADMINISTRATION CENTER**  
**BOARD OF SUPERVISORS CHAMBERS**  
810 Court Street  
Jackson, CA 95642

**Please Note: All Board of Supervisors meetings are tape-recorded.**

**Anyone who wishes to address the Board must speak from the podium and should print their name on the Board Meeting Speaker list, which is located on the podium. The Clerk will collect the list at the end of the meeting.**

Public hearing items will commence no sooner than the times listed on the agenda. Closed Session agenda items may be heard before or after scheduled public hearings, dependent upon progression of the agenda.

**REGULAR MEETING AGENDA**

**DATE:** Tuesday, February 12, 2019  
**TIME:** 9:00 AM  
**LOCATION:** COUNTY ADMINISTRATION CENTER  
BOARD OF SUPERVISORS CHAMBERS  
810 Court Street  
Jackson, CA 95642

**CLOSED SESSION \*\*8:30 A.M.\*\*** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS:** County Negotiators: Charles T. Iley, County Administrative Officer; Jon Hopkins, General Services Director

- 1.a. **PROPERTY:** APN 044-010-116-000 (Westover Field Airport Hangar #3)  
**NEGOTIATING PARTIES:** Mr. Jim Lewis  
**UNDER NEGOTIATION:** Terms and Conditions to Consider Leasing Hangar 3 to Airtronics Inc.  
**Suggested Action:** 1) Approve lease and; 2) Authorize Chairman to sign lease.

**2. CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6.

- 2.a. Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, and Gregory Ramirez, IEDA. Employee Organization: All Units  
**Suggested Action:** Discussion and possible action.

**3. CONFERENCE WITH COUNTY COUNSEL: INITIATION OF LITIGATION -  
{GOVERNMENT CODE 54956.9(D) (4)}**

- 3.a. Buena Vista Rancheria  
**Suggested Action:** Discussion and possible action relative to the anticipated litigation  
(Government Code 54956.9(d)(4))

- 3.b. One Case  
Suggested Action: Discussion and possible action relative to initiation of litigation.  
{Government Section 54956.9 (d)(4)}

**4. CONFIDENTIAL MINUTES:**

- 4.a. Confidential Minutes: Review and possible approval of the January 22, 2019 Confidential Minutes.  
Suggested Action: Approval

**REGULAR SESSION \*\*9:00 A.M.\*\***

**PLEDGE OF ALLEGIANCE:**

**PUBLIC MATTERS NOT ON THE AGENDA:** Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per person.

**APPROVAL OF AGENDA:** Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

**APPROVAL OF ITEMS ON THE CONSENT AGENDA:** Items listed on the consent agenda (#6) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

**5. REGULAR AGENDA:**

- 5.a. Amador Council of Tourism (ACT): Discussion and possible action relative to a request by the ACT Lodging Committee for Airbnb TOT monies to be invested in a marketing program that will bring increased mid-week stays at Amador lodging properties. It is unknown exactly how much these additional funds will be.  
Suggested Action: Pleasure of the Board.  
[AirBnB 2019 request \(2\).pdf](#)
- 5.b. Presentation of the annual report from the Amador County Behavioral Health Advisory Committee by Dr. Arnold Zeiderman.  
Suggested Action: Acceptance of report  
[ACBHAB Annual report to BOS for 2018 Final.pdf](#)
- 5.c. Discussion and possible action relative to potential regulation of short-term vacation rental properties in Amador County.  
Suggested Action: Pleasure of the Board. The El Dorado County code regarding these types of regulations are included here as examples for the Board's consideration. It is anticipated that this item will be brought back again at a later date for further discussion as a regular agenda item, a workshop, or a special meeting.  
[El Dorado VHR Ordinance.pdf](#)  
[El Dorado VHR Permit Application.pdf](#)

- 5.d. Discussion and possible action relative to a resolution recognizing Earth Day 2019 on April 27, 2019  
Suggested Action: Pleasure of the Board  
[earth day resolution 1-15-19.pdf](#)  
[PRESENTATION SCHEDULE.pdf](#)  
[EARTH DAY AMADOR 2019 VENDOR.pdf](#)
- 5.e. Amador Arts Council: Discussion and possible action relative to adoption of a Resolution designating the Amador County Arts Council as the County's partner to the California Arts Council  
Suggested Action: Approval  
[Arts Council\\_Resolution.doc](#)
- 5.f. Update on Tree Mortality mitigation activities by Tad Mason, TSS Consultants, Dr. Richard Harris, and Ed Struffenegger  
Suggested Action: No action is being requested, but direction may be given.
- 5.g. General Services Administration: Emergency Culvert Replacement Project on Jackson Valley Road  
Suggested Action: Discussion and approval of emergency actions undertaken due to the imminent failure of the temporary repairs at that location.  
[ITB 18-25 Emergency Repair Memo 2.4.19.pdf](#)  
[ITB 18-25 Informal Bid Request from Director of PW 1.31.19.pdf](#)  
[ITB 18-25 Bid Evaluation Sheet.pdf](#)  
[ITB 18-25 Bid Summary Sheet.pdf](#)
- 5.h. General Services Administration: FAA's Determination Regarding Grant Application and NEPA  
Suggested Action: 1) Authorize the BOS Chair release the expiring FAA entitlement funds to the San Francisco ADO and; 2) Authorize staff to request amending the current Wildlife Hazard Mitigation Assessment grant to include paying for the updated flora/fauna biological study for NEPA and once a CatEx is approved by FAA, continue to apply for Design of the Wildlife Hazard Mitigation Fence grant.  
[Memo AIP Grant Application Timeline 2.4.19.pdf](#)  
[Entitlement Transfer Form 2.4.19.pdf](#)  
[E-mail from FAA 2.4.19.pdf](#)
- 5.i. Small Public Water Systems - Local Primacy Delegation  
Suggested Action: Continued from January 22 - Review options and provide staff direction whether to continue implementation of the small public water system program and to recruit staff to implement the program.  
[LPA BOS mmo 2.docx](#) [LPA bill proposal RN 19002406.pdf](#)
- 5.j. Administration: Discussion and possible action relative to an amended Elected Salary Ordinance relating to the Sheriff and District Attorney.  
Suggested Action: Waive reading and schedule for adoption on February 26, 2019.  
[Salary Ordinance\\_Staff Report.docx](#)  
[Elected Officials Ordinance 2.6.19 DRAFT \(trk changes\).docx](#)
- 5.k. Minutes: Review and possible recommendation relative to approval of the January 22, 2019 Board of Supervisors Meeting Minutes.  
Suggested Action: Approval  
[January 22, 2019\\_DRAFT\\_Minutes \(2\) \(Autosaved\).docx](#)

**6. CONSENT AGENDA:** Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

- 6.a. Treasurer/Tax Collector: Budget Transfer Request of \$1,200.00 for the replacement purchase of electronic equipment.  
Suggested Action: Approve Budget Transfer  
[Treasurer Budget Transfer Request.pdf](#)
- 6.b. Assessor: Secured Roll Correction - approval of roll correction value being decreased over \$150,000.  
Suggested Action: Approve  
[040-030-107-000.pdf](#)
- 6.c. Board of Supervisors: Resolution declaring a Local State of Emergency in Amador County due to Pervasive Tree Mortality. (Original resolution adopted on February 23, 2016 and updated on September 13, 2016, February 28, 2017 and January 9, 2018.)  
Suggested Action: Adopt Resolution  
[LocalEmergency Tree Mortality resol.doc](#)
- 6.d. Building Department: Resolution and Agreement to Build Limited Density Owner-Built Rural Dwelling / LD01024-DECKARD  
Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the Agreement  
[Resolution-Deckard.docx](#)  
[Agree.Notarized-Deckard.pdf](#)  
[APN MAP-Dekcard.pdf](#)
- 6.e. Planning: Review and approval of amended Williamson Act contracts to accommodate a Boundary Line Adjustment (Amended contracts #25 and #96) transferring 108+/- acres of APN 008-010-008 from the GEORGE E. GREILICH TRUST AND ELEANOR M. GREILICH 2011 TRUST (CONTRACT #25) to DAVID & MELONE WEINER (CONTRACT #96).  
Suggested Action: (1) Find the proposed 362-acre and 634-acre preserves meet the requirements of County Code Section 19.24.036 D2; (2) Adopt a Resolution authorizing the recording of amended California Land Conservation Act contract #25 and authorizing the Chair of the Board of Supervisors to sign the Resolution and contracts; (3) Adopt a Resolution authorizing the recording of amended California Land Conservation Act contract #96 and authorizing the Chair of the Board of Supervisors to sign the Resolution and contract.  
[Staff\\_Report\\_BOS.02-12-19.Greilich-Weiner\\_Contracts\\_25\\_\\_\\_96.docx](#)  
[RESOLUTION.Contracts 25 & 96.docx](#)
- 6.f. Public Works: Bunker Hill Road Bridge Replacement Project Resolution of Acceptance for Vinciguerra Construction  
Suggested Action: Adopt resolution accepting the Bunker Hill Road Bridge Replacement Project as Complete.  
[2019-2-12\\_Bunker Hill Bridge Res of Acceptance.pdf](#)  
[Bunker Hill\\_16-05 Acceptance 2-12-19.doc](#)

- 6.g. Surveying: Resolution Issuing Certificates of Compliance to Christopher Fusano Trust and David and Rosanne Rathkamp Trust. The property is located on the westerly side of State Route 124, approximately 4,000 feet northerly of the junction with Tonzi Road, in the Drytown area. Assessor Parcel No.'s 008-330-013 and 008-330-014.  
Suggested Action: Adopt resolution.  
[Fusano Compliance Packet.pdf](#)
- 6.h. Waste Management: Resolution on Current State of Global Recycling Markets and Need for Statewide Commission with Rural Representation  
Suggested Action: Approve resolution  
[bos memo w reso recycling national sword 2.12.19.pdf](#)
- 6.i. Behavioral Health: Multi year Substance and Prevention Treatment Block Grant Amendment # 17-94120 A01 and Resolution  
Suggested Action: Approve Grant Amendment and Resolution.  
[Memo Substance Prevention Treatment Block Grant.pdf](#)  
[DHCS SUD Agreement Amendment Resolution.docx](#)  
[A01 STD 213A - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)  
[A01 Exhibit A Attachment I A1 - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)  
[A01 Exhibit B A1 - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)  
[A01 Exhibit B, Attachment I - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)  
[A01 Exhibit F A1 - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)
- 6.j. Behavioral Health: Agreement with Nexus Youth and Family Services for drug and alcohol prevention services.  
Suggested Action: Approve agreement.  
[RFP 17-28 Memo to Board.docx](#)  
[Nexus Preventive Youth Alcohol and Drug Services FY 18-19 Agreement.pdf](#)
- 6.k. Behavioral Health: Agreement with Mental Health America of Northern California for the Sierra Wind Wellness and Recovery Center.  
Suggested Action: Approve agreement  
[Mental Health America - Wellness Center Memo.pdf](#)  
[Agreement Mental Health America - Wellness Center.pdf](#)
- 6.l. General Services Administration: Renewal of Amador County's Google (G Suite) account with Onix Networking Corporation, the vendor deferred to by Google for the process of the renewal, with a California Multiple Award Schedules (CMAS) contract # 3-06-70-1641B, in an amount not to exceed \$49,000.00  
Suggested Action: Authorize the General Services Director to Dispense with the formal bidding procedures and authorize the Purchasing Agent to issue a Purchase Order and Accept and sign the Google renewal(s).  
[Google Renewal Memo 1.28.19.pdf](#)  
[2019 - Virtru Email Encryption Service.pdf](#)  
[2019 G Suite Acceptable Use Policy.pdf](#)  
[2019 G Suite Terms of Service for Additional Services.pdf](#)  
[2019 G Suite Terms of Service.pdf](#)  
[Quote - Google 2019 Renewal.pdf](#)

- 6.m. General Services Administration: Agreement with Blue Ridge Services, Inc. for engineering, design and work plan development for landfill compliance projects such as the Phase 1 top surface repairs and class II pond modifications in an amount not to exceed \$40K. This firm is considered an expert in this field and due to their unique experience dispensing with the formal bid process is recommended.  
Suggested Action: Dispense with the formal bidding procedures and Approve Agreement  
[Memo to Dispense with RFP for Blue Ridge Services, Inc. 2.6.19.pdf](#)  
[Memo from Jim McHargue Re. Blue Ridge 2.5.19.pdf](#)  
[Blue Ridge Proposal 1.24.19.pdf](#)  
[Blue Ridge Services Inc. Agreement for Solid Waste Services 2.6.19.pdf](#)  
[Blue Ridge Services Inc. Billing Rates 2.6.19.pdf](#)
- 6.n. Agricultural Advisory Committee: Appointment of Gary Gladen as District 3 representative, coterminous with the District 3 Supervisor.  
Suggested Action: Approve appointment
- 6.o. Behavioral Health Advisory Board: Appointment of Donna Custodio to the subject Board for a term of three years; and acceptance of the resignation of Rebecca Tracy.  
Suggested Action: Approve appointment and accept resignation.
- 6.p. Commission on Aging: Appointment of Kathie Lively; re-appointment of Louise Nunn; resignation of Al Lennox with appointment of Michelle Tyer to his At-Large position; and appointment of Nicole Tucker as Alternate for Michelle Tyer; each to the subject commission for terms of three years.  
Suggested Action: Approve appointments and accept resignation
- 6.q. Historic Cemeteries Board: Resignations of Teresa Ryan after 10 years of service and Gloria Stoddard after 22 years of service.  
Suggested Action: Accept resignations and thank them for their many years of service on the subject Board.
- 6.r. Juvenile Justice Commission: Appointment of Christian Tucker to the commission for a term of four years.  
Suggested Action: Approve Appointment
- 6.s. Law Library Committee: Re-appointments of the following members for the term January 1, 2019 through December 31, 2109: Laura Einstadter; John Allen; Gail S. Smyth; Michael T. McEnroe; Andrea C. Sexton  
Suggested Action: Approve Re-appointments
- 6.t. Administration: A refund request by Zakar Akbar in the amount of \$4,300 for the Park and Recreation Impact Fee as the building permit was cancelled on December 7, 2018.  
Suggested Action: Approval  
[Deposit Return Request.pdf](#)
- 6.u. General Services Administration: Award of ITB 18-26 Purchase Various Herbicide Chemicals for use by the Agricultural/Public Works Department to Wilbur Ellis in an amount not to exceed \$30,956.30.  
Suggested Action: Award Bid  
[ITB 18-26 Ag Chemicals Memo 1.24.19.doc](#)  
[18-26 ITB EVAL 1.23.19.xlsx](#)

- 6.v. Sheriff: Creation of a Deputy Sheriff-Trainee classification within the Sheriff's Office.  
Suggested Action: Approve requested position  
[Agenda Item.pdf](#)
- 6.w. Sutter Amador Hospital: Letter of Support to obtain a grant offered by the Health Resources & Services Administration (HRSA), who has designated Amador County a medically underserved area. The grant would fund a satellite residency program with the Sutter Medical Center Family Residency program, which would allow a new clinic run by Family Practice Residents to be set up in Jackson, helping with access to care and also with recruitment of physicians to the area.  
Suggested Action: Authorize the Chairman's signature on a letter of support for Sutter Amador Hospital  
[Sutter Amador Letter of Support.docx](#)

**ADJOURNMENT: UNTIL TUESDAY, FEBRUARY 26, 2019 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)**

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 12, 2019

## **SUBJECT**

PROPERTY: APN 044-010-116-000 (Westover Field Airport Hangar #3)

NEGOTIATING PARTIES: Mr. Jim Lewis

UNDER NEGOTIATION: Terms and Conditions to Consider Leasing Hangar 3 to Airtronics Inc.

## **Recommendation:**

1) Approve lease and; 2) Authorize Chairman to sign lease.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Jon Hopkins - GSA

## ATTACHMENTS

-



# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, and Gregory Ramirez, IEDA. Employee Organization: All Units

## **Recommendation:**

Discussion and possible action.

## **4/5 vote required:**

No

## **Distribution Instructions:**

N/A

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: February 12, 2019

## **SUBJECT**

Buena Vista Rancheria

## **Recommendation:**

Discussion and possible action relative to the anticipated litigation (Government Code 54956.9(d)(4))

## **4/5 vote required:**

No

## **Distribution Instructions:**

BOS

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: February 12, 2019

## **SUBJECT**

One Case

## **Recommendation:**

Discussion and possible action relative to initiation of litigation. {Government Section 54956.9 (d)(4)}

## **4/5 vote required:**

No

## **Distribution Instructions:**

BOS

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Confidential Minutes: Review and possible approval of the January 22, 2019 Confidential Minutes.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Amador Council of Tourism (ACT): Discussion and possible action relative to a request by the ACT Lodging Committee for Airbnb TOT monies to be invested in a marketing program that will bring increased mid-week stays at Amador lodging properties. It is unknown exactly how much these additional funds will be.

## **Recommendation:**

Pleasure of the Board.

## **4/5 vote required:**

No

## **Distribution Instructions:**

ACT-Maureen Funk, Budget Analyst, Auditor

## **ATTACHMENTS**

- [AirBnB 2019 request \(2\).pdf](#)



To: Amador County Board of Supervisors  
From: Amador Council of Tourism Lodging Committee  
Date: December 18, 2018  
re: Amador Tourism Request for airbnb TOT monies

**Thank you for your powerful investment in tourism in Amador County.**

Amador Council of Tourism Lodging Committee respectfully requests the Airbnb TOT monies to be invested in a marketing program that will bring increased mid-week stays at Amador lodging properties. This will result in increased TOT, more mid-week business for all businesses and other tax revenue. The marketing program costs, developed by the Lodging Committee, are outlined below.

\$ 2000	Meeting Planners Guide to Amador County
\$ 830	Memberships to Meeting Planner Organizations, MPI and Cal SAE
\$15000	Targeted Marketing Campaign
\$ 2000	Table at MPI - PYM event in San Francisco, April 2019
\$ 1000	Attendance at MPI international trade show, Toronto, June 2019
\$ 5000	Sponsored mid-week experiences, such as welcome gifts of wine or appetizer
<u>\$ 1500</u>	Cal Sae Spectacular Booth, December 2019
\$27330	Total

The monies from Airbnb TOT will be matched by private funding from partners in the Lodging Committee's Voluntary Tourism Assessment program. The lodging partners collect 2% from their guests and send the collections to Amador Council of Tourism Lodging Committee fund on a quarterly basis. All lodging properties are welcome to join at any time.

Lodging partners include Amador Best Western Inn, Davancy Chateau, Eureka Street Inn, Foxes Inn, Hotel Sutter, Imperial Hotel, Jackson Rancheria Casino Resort, Rest, Volcano Union Inn, and some Airbnb properties.

Amador Council of Tourism continues its celebration of fifteen years of inviting visitors to Amador County and continues to be the leader and primary organization dedicated to growing tourism in Amador. The larger programs in place to bring visitors to Amador County will continue and will dovetail with the specific outline above.

All of Amador Council of Tourism's marketing efforts continue the focus of increasing visitation to Amador County through strategic marketing. Partnerships leverage marketing dollars and increase buying power. Partnerships multiply and amplify a branded marketing message to Amador's potential visitors.

Respectfully,

Amador Council of Tourism Lodging Committee  
Tracey Berkner, Sandy Anderson, Athena Gordon, Shauna Swanner, Emily Tirapelle, Kathleen Mahan

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Presentation of the annual report from the Amador County Behavioral Health Advisory Committee by Dr. Arnold Zeiderman.

## **Recommendation:**

Acceptance of report

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk

## **ATTACHMENTS**

- [ACBHAB Annual report to BOS for 2018 Final.pdf](#)

## **Amador County Behavioral Health Advisory Board**

### **2018 Report to the Board of Supervisors**

The Board is pleased to present this Advisory Report as mandated under:

WIC 5604.2 (a) (5) “Submit an annual report to the governing body on the needs and performance of the county’s mental health system”

ACBHAB By-Laws Article II Mission Statement “The mission of the Board shall be to review and evaluate the community’s mental health needs, recovery services, facilities and special problems and to advocate for persons with serious mental illness and those in recovery.”

### **Governance**

The ACBHAB in 2018 focused on self-governance and comprehensively assessing the unmet needs and the performance of the community agencies and entities where services are rendered for the most serious behavioral disorders and to the youth.

The current roster is 11. There is a balance of consumers and public members.

All six scheduled meetings were noticed, conducted with a quorum (except Dec 19), and minutes composed.

The ACBHAB is participating in a recommended self-evaluation process.

### **Activities**

During 2018 the ACBHAB Goals focused on and completing **two primary tasks:**

#### **1) Expanding the role of the hospital and clinics in providing/ coordinating/assuring Rural Behavioral Health Services.**

The Sutter system’s **tele psychiatry service has served 41 individuals** since it was expanded to Sutter Amador last October. Over half of the individuals served have been seen through the Emergency Department with a handful of individuals being seen on the inpatient medical units.

In regards to mental health access within the Sutter clinics, our partnership with Quartet has been in place since September 2017. **A total of 11 Sutter primary care providers in Amador County** are enrolled with the service which allows them to connect patients to mental health providers either in-person (generally in the Folsom/Sacramento area) or through telehealth (depending on the individual’s insurance) or to obtain “curb-side” consult (provider to provider). **Approximately 170 individuals within Amador County have been referred to and connected to mental health services through the Sutter Clinics since last year.**



## **2 Working with the county school district to “enable...children with serious emotional disturbances to access services and programs that assist them” WIC Code 5600.1-**

In April 2018, at the direction of stakeholders and the Behavioral Health Advisory Board, Amador County Behavioral Health Services (ACBHS) implemented a program that engages with the school district to explore school-based mental health early intervention strategies. ACBHS coordinated this engagement process with the Amador County Unified School District (ACUSD) and other school based organizations to determine where the gaps lie in providing students mental health treatment and what processes and systems should be in place to identify and treat mental illness in the school settings.

The workgroup has met six times since April 2018. The group has created short and long-term goals in its efforts to support student mental health. **Short-term solutions have included the creation of an MOU between ACBHS and ACUSD/ACOE resulting in implementation of ACBHS clinicians providing services directly at the school sites.** Referral sheets and flow charts to assist school counselors and personnel have also been developed and disseminated to the school sites in order to provide students and families’ access and linkage to mental health services and supports. **Long-term solutions include the implementation of a universal screening tool as well as employing a navigator to work with students and their families in connecting youth to higher levels of mental health treatment and support.** Additionally, **ACUSD/ACOE have expanded their capacity in hiring four new school counselors that work directly at the school sites. Prevention and Early Intervention funds of \$65,301 are dedicated to support the implementation of the work group’s long-term goals to benefit and expand student mental health services**

### **Additional Activities and Reports**

3) The MHSA Annual Update and Expenditure Report was presented, discussed and recommended for approval .

#### 4) Psychiatry at Amador Behavioral Health:

With additional funding from the Amador County Community Corrections Partnership (CCP) for the psychiatrist's salary, Amador County Behavioral Health was able to hire a full time on site psychiatrist in July of 2018, Dr. Jabeen Hayat. This increase in salary supports additional services to inmates at the Amador County Jail. Dr. Hayat currently sees inmates in the jail on Tuesday mornings and as needed for consultation. Having a full time psychiatrist has been helpful in increasing continuity of care for our clients and increasing the quality of care in various ways. Dr. Hayat has a walk in time on Tuesday mornings to assist in accommodating urgent appointments and reducing no shows. Dr. Hayat is active in consulting with client's Primary Care Providers in order to ensure good continuity of care. The CURES (Controlled Substance Utilization Review and Evaluation System) database was required for all providers as of October 2nd, and is maintained by the Department of Justice (DOJ). It is a platform that tracks all Schedule II – IV controlled substances dispensed to patients in California. Dr. Hayat has been very diligent in utilizing the data base as required to ensure client safety and will consult with other providers when needed. Also, having Dr. Hayat on site allows her to participate in weekly clinical meetings with our

clinicians, case managers, psychiatric technician and substance use disorder staff to increase quality of care for our clients. Dr. Hayat has also provided feedback to the team to improve required documentation, such as the medication consent form. Having a full time psychiatrist also allows for increased consultation between the psychiatrists and the treatment providers. In addition to Dr. Hayat, we are still lucky to have Dr. Arguello on site on Fridays. He was previously on site only 3 days per month, but has recently increased his time to every Friday which allows clients to be seen more timely.

5) The Mobile Support Team continues to function and reports regularly on its activities and productivity, including monitoring follow up need for hospitalization

.Amador County Behavioral Health Mobile Support Team Update December 2018:

Mobile Support statistics:

In Fiscal Year 2016/2017 the mobile support team provided 107 total appointments to 73 individuals. Of all of these clients seen, 2 were re-hospitalized. In Fiscal Year 2017/2018 there were a total of 140 mobile appointments to 90 individuals. Of all clients seen there were 0 re-hospitalizations.

The Amador County Behavioral Health Mobile Support Team continues to be a valuable service to our community and continues to have the potential to expand. Due to the positive feedback about this program and the services being provided by the team, ACBH was able to have it approved by the Board of Supervisors to transition the contracted Client and Family Advocate position (Linda Crabtree) internally, to a county employed, Peer Personal Services Coordinator. This allows for more flexibility with her role, now that she is a county employee, rather than a contracted employee. For example, she is now able to drive a county car, which is not possible for contracted staff. This may seem like something simple, but this allows her to be mobile when her partner on the team is out. The team is now currently available Monday through Thursday from 7:30am to 6pm. This has extended the time until 6pm, since previously Linda did not work that late. We continue to track data and receive feedback to determine if additional changes in the hours are needed, but at this time there has not been enough data to support a change. The team has continued to provide timely follow up to clients who are released from hospitalization either on the same day or next day, preventing re-hospitalization. The goal for this coming year is to provide more community outreach to reduce barriers to access services.

5) Theresa Comstock, President of CALBHB/C made a presentation at the October meeting on the purpose of CALBHB/C.

- a. She reviewed the Six Components of the Mental Health Services Act as well as discussed the role of the Behavioral Health Board. CALBHB/C will help to fund one person from the Board to attend a training in their region. Currently, CALBHB/C is working on three top issues and explained that issue briefs are located at their website. The top issues discussed were housing, employment and disaster preparation/recovery.
- b. Theresa Comstock mentioned that she **was under the impression capital facilities and technologies in Trinity County was able to shift money into CSS and purchase a Board and Care home so that might be a concept to take in Amador County.**
- c. **A motion was made to support the concept of Behavioral Health to look into shifting money into CSS. (M) Aaron May (S) Phillip Young Motion carried unanimously.**

## FINAL RECOMMENDATIONS FROM 2016 and 2017 Reports

1. Improve access to behavioral health services on a regular and on-going basis both at Behavioral Health, as it is compromised, and in the community.
2. Make psychiatric care available to the general community with an available psychiatrist or with tele-psychiatry back-up.
3. Establish a crisis stabilization unit to address psychiatric and dual diagnosis issues.

### Progress in meeting our these goals during 2018

The ACBHAB has observed or been provided with information that some progress has been achieved in addressing several of three goals (recommendations) listed above:

1) Access at Amador County Behavioral Health continues to be a concern, especially for psychiatric and individual counseling care. Psychiatric care has been almost exclusively tele-psych. A full time Psychiatrist has been recruited and is currently active at Behavioral Health and the County Jail.. Information on expanded volume and scope of services access has been requested

2) The recently opened WellSpace clinic offers primary care including some BH services. This offers access to the both non-MediCal and Medi-Cal eligible.

3) **No known progress in establishment of a crisis stabilization unit.**

The Gold Country Initiative clinic (is not a crisis unit), scheduled opening in early 2019 will provide primary medical care and also address substance abuse disorders and provide such. This may help in some crises.

### Important Developing Issues

Homelessness and suicide have become issues of concern in the community, as noted by citizen activism.

Along with mental illnesses and substance abuse, homelessness contributes to a constellation of dysfunction and ill health. Each aspect must be addressed for effective resolution Input from behavioral health professionals should be assured.

The ACBHAB recognizes that the Supervisors appropriate funds consistent with their resources.

**Public funding (State and County) is delegated almost exclusively to a small minority of residents because only Medi-Cal patients (17.4% of pop.) are eligible for a Specialty mental health visit.** Deficiencies of community behavioral health resources and services severely impact the majority of residents who must do without services or have the resources to travel out of the county. Veterans 15.9% must go to VA for BH.

Most of those over 65 and on Medicare (23%) must seek BH care locally or go out of county.

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Discussion and possible action relative to potential regulation of short-term vacation rental properties in Amador County.

## **Recommendation:**

Pleasure of the Board. The El Dorado County code regarding these types of regulations are included here as examples for the Board's consideration. It is anticipated that this item will be brought back again at a later date for further discussion as a regular agenda item, a workshop, or a special meeting.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk

## **ATTACHMENTS**

- [El Dorado VHR Ordinance.pdf](#)
- [El Dorado VHR Permit Application.pdf](#)

## CHAPTER 5.56. - VACATION HOME RENTALS

### Sec. 5.56.010. - Title.

This chapter shall be referred to as the Vacation Home Rental Ordinance.

(Ord. No. 5092, 9-11-2018)

### Sec. 5.56.020. - Applicability.

The provisions of this chapter apply only within the unincorporated area of the County. All requirements, regulations, and standards imposed by this chapter are intended to apply in addition to any other applicable requirements, regulations, and standards imposed elsewhere in this Code. Vacation home rentals in operation outside of the jurisdictional boundaries of the Lake Tahoe Basin shall be required to obtain a vacation home rental permit at the time of application for or renewal of a business license to operate a vacation home rental. The provisions of the section shall apply to all vacation rentals except where there is a primary owner in residence during the rental period. This section does not apply to hosted rentals or bed and breakfast inns, which are regulated by Section 130.40. Vacation rentals shall not be permitted in non-habitable structures, within accessory or second dwelling units, in structures or dwellings with County covenants or agreements restricting their use including but not limited to affordable housing units, agricultural employee units, farmworker housing, or farm family units. Tents, yurts, RVs, and other provisions intended for temporary occupancy are not allowed as a part of a vacation rental.

(Ord. No. 5092, 9-11-2018)

### Sec. 5.56.030. - Definitions.

For purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

*Local contact* means a local property manager, owner, or agent of the owner, who is available to respond to renter and neighborhood questions or concerns, or any agent of the owner authorized by owner to take remedial action and respond to any violation of this chapter.

*Loud and raucous noise* means:

1. The human voice, any record, or recording thereof when amplified by any device whether electrical, mechanical, or otherwise to such an extent as to cause it to unreasonably carry on to public or private property or to be heard by others on residential property or public ways within the County.
2. Any sound not included in the foregoing which is of such volume, intensity, or carrying power as to interfere with the peace and quiet of persons upon residential property or public ways within the County in accordance with Chapter 9.16—Noise.

*Managing agency or agent* means a person, firm, or agency representing the owner of the vacation home rental, or a person, firm, or agency owning the vacation home rental.

*Operator* means the person who is proprietor of a transient lodging facility, whether in the capacity of owner, lessee, sub-lessee, mortgagee in possession, licensee, or any capacity. Where the operator performs his or her functions through a managing agent of any type or character, other than an employee, or where the operator performs his or her functions through a rental agent, the managing agent or the rental agent shall have the same duties as his or her principal. Compliance with the provisions of this chapter by either the principal or the managing agent or the rental agent shall be considered to be in compliance by both. 22

*Owner* means the person or entity that holds legal and/or equitable title to the private property.

*Person responsible for event* means the owner of the property where the large party, gathering or event takes place, the person in charge of the premises, and/or the person who organized the event. If the person responsible for the event is a minor, then the parents or guardian of minor will be jointly and severally liable for the fines imposed for the special security assignment.

*Private* means intended for or restricted to the occupants and/or guests of his or her vacation home rental; not for public use.

*Vacation home rental* means one or more dwelling units, including either a single-family, home, duplex, or single condominium unit rented for the purpose of overnight lodging for a period of not less than one night and not more than 30 days other than ongoing month-to-month tenancy granted to the same renter for the same unit.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.040. - Purpose of chapter.

The Board of Supervisors of the County finds and declares as follows:

- A. Vacation home rentals provide a community benefit by expanding the number and type of lodging facilities available and assist owners of vacation home rentals by providing revenue which may be used for maintenance upgrades and deferred costs;
- B. County staff has responded to numerous complaints involving excessive noise, disorderly conduct, vandalism, overcrowding, traffic congestion, illegal vehicle parking, and accumulation of refuse at vacation home rentals which require response from police, fire, paramedic, and/or other public personnel;
- C. The provisions of this chapter are necessary to prevent or mitigate the continued burden on public services and impacts on residential neighborhoods posed by vacation home rentals.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.050. - Vacation home rental permit requirements.

No owner of a vacation home rental shall rent that unit for 30 consecutive calendar days or less without a valid vacation home rental permit for that unit issued pursuant to this chapter. A separate permit shall be required for each vacation home rental. The permit requirements of this chapter are in addition to any business license, hotel/motel tax registration, any other permit, or licensing requirements. However, at the discretion of the County, the processing of permits required under this chapter may be combined with the processing of business licenses, transient occupancy tax registration, any other permit, or license process administered by the County. The County shall prescribe forms and procedures for the processing of permits under this chapter.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.060. - Agency.

An owner may retain an agent, representative, or local contact to comply with the requirements of this chapter, including without limitation, the filing of an application for a permit, the management of the vacation home rental, and the compliance with the conditions of the permit. The permit shall be issued only to the owner of the vacation home rental. When construing and enforcing the provisions of this chapter, the act, omission, or failure of any agent, representative, or local contact person acting for or employed by an owner, shall in every case be deemed also the act, omission, or failure of the owner.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.070. - Application for vacation home rental permit.

An application for a permit shall be filed with the County prior to use of the property as a vacation home rental. Permit applications shall be on the forms provided by the County and shall contain the following information:

- A. The name, address, and telephone number of the owner of the vacation home rental for which the permit is being issued;
- B. The name, address, and telephone number of the agent, representative, or local contact for the owner of the vacation home rental;
- C. The number of bedrooms and approximate habitable square footage in the vacation home rental, and the maximum allowable number of overnight occupants;
- D. Acknowledgment that all designated bedrooms meet all local building and safety code requirements;
- E. A diagram and/or photograph of the premises showing and indicating the number and location of designated on-site parking spaces;
- F. Evidence of a valid business license issued by the County for the separate business of operating the vacation home rental, unless the operation of the vacation home rental is otherwise exempt from the requirement of a business license under the express provisions of this Code. An application for a permit under this chapter may be made concurrent with an application for a business license. If concurrent applications are made, a permit under this chapter shall not be approved unless the application for the business license is also approved;
- G. Evidence of a valid transient occupancy tax registration certificate issued by the County for the vacation home rental. Such registration may be filed concurrently with the application for a permit under this chapter;
- H. Acknowledgment that the owner, agent, and local contact person have read all regulations pertaining to the operation of a vacation home rental;
- I. Certification of the accuracy of the information submitted and agreement to comply with all conditions of the permit;
- J. Acknowledgment that the owner, agent, or local contact has or will post the vacation home rental with the notice required in Section 5.56.100;
- K. The source of drinking water for the vacation home rental;
- L. Disclosure of a hot tub or spa at the vacation home rental;
- M. Certification by the property owner and/or property owner's agent that independent garbage collection and disposal for the vacation home rental site is provided. The certification of garbage collection should include acknowledgement that the activity is subject to the solid waste management provisions of Chapter 8.42—Solid Waste Management and Chapter 8.76—Bear-Proof Garbage Can Requirements.
- N. An acknowledgement that the property may be inspected for compliance with this chapter prior to issuance or renewal of a permit and that the owner will grant access to the property for such inspection;
- O. Such other information as the County deems reasonably necessary to administer this chapter.

(Ord. No. 5092, 9-11-2018)

#### Sec. 5.56.080. - Application fee.

An application for a vacation home rental permit shall be accompanied by an initial fee established by resolution of the Board of Supervisors; provided, however, the fee shall be no greater than necessary to defer the cost incurred by the County in administering the provisions of this chapter. An annual renewal fee will be established by resolution of the Board of Supervisors and shall be no greater than necessary to defer the cost incurred by the County in administering the provisions of this chapter.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.090. - Permit conditions.

A. All permits issued pursuant to this chapter are subject to the following standard conditions:

1. Maximum Occupancy. The owner shall, by written agreement with any renter, limit overnight occupancy of the vacation home rental to the specific number of occupants designated in the permit. The number of overnight occupants shall not exceed two persons per bedroom meeting building code requirements, plus two additional persons per residence, excluding children five years of age or younger. The property owner shall ensure that all contracts and online listings and advertisements clearly set forth the maximum number of overnight guests permitted at the property.

A bedroom is a room that is designed to be used as a sleeping room and for no other primary purpose and shall comply with the following:

- a. Bedrooms shall have at least one operable window or door approved for emergency escape or rescue that opens directly into a public street or yard. The emergency door or window shall be operable from the inside to provide a full, clear opening without the use of separate tools. Escape or rescue windows shall have a minimum net clear openable area of five and seven-tenths square feet. The minimum net clear openable height dimension shall be 24 inches. The minimum net clear openable width dimension shall be 20 inches. When windows are provided as a means of escape or rescue, they shall have a finished sill height not more than 44 inches above the floor. Homes built in 1976 or earlier comply if the window sill height does not exceed 48 inches, the openable area is at least five square feet and no openable dimension is less than 22 inches;
  - b. Bedrooms shall have a ceiling height of not less than seven feet six inches, except as provided in this section. When exposed beam ceiling members are spaced at 48 inches or more on center, ceiling height shall be measured to the bottom of the deck supported by these members, provided that the bottom of the members is not less than seven feet above the floor. If any room has a sloping ceiling, the prescribed ceiling height for the room is required in only one-half of the area thereof. No portion of the room measuring less than five feet from the finished floor to the finished ceiling shall be included in any computation of the minimum area thereof. If any room has a furred ceiling, the prescribed ceiling height is required in two-thirds area thereof, but in no case shall the height of the furred ceiling be less than seven feet;
2. Noise. Occupants and/or guests of the vacation home rental shall not use or operate any outdoor spa or hot tub, create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Code or any State law pertaining to noise or disorderly conduct at any time between the hours of 10:00 p.m. and 8:00 a.m. The property owner shall ensure that the quiet hours and limits on outdoor activities are included in rental agreements and in all online advertisements and listings.
  3. Visitors. The number of people present in any vacation home rental shall not exceed the maximum occupancy designated in the vacation home rental permit for that property at any time between the hours of 10:00 p.m. and 8:00 a.m.
  4. Trash and Refuse. The owner of the vacation home rental shall comply with all the solid waste management provisions of Chapter 8.42—Solid Waste Management. In the Lake Tahoe Basin, the owner of the vacation home rental shall comply with the Bear-Proof Garbage Can Requirements of Chapter 8.76—Bear-Proof Garbage Can Requirements.
  5. Tahoe Basin Snow Removal. The owner of the vacation home rental shall notify the occupants of their obligations to comply with all snow removal provisions of Chapter 10.12—Parking;
  6. Limit on Number of Residences or Structures per Parcel. Only a single family residence or a legally-established guest house meeting current standards shall be used as a vacation rental. Parcels containing multiple



residences, units, or habitable structures may only be used as vacation home rentals subject to the granting of a conditional use permit.

7. Fire and Life Safety Requirements. The following conditions shall be posted within the VHR and shall be in place prior to issuance of a VHR permit, subject to inspection:
  - a. Residential street address clearly visible.
  - b. Functional smoke alarms.
  - c. Functional carbon monoxide alarms.
  - d. Landline phone service installed if cell phone service is inadequate.
  - e. NFPA 13D Residential sprinkler system functional, if installed.
  - f. Portable fire extinguisher.
  - g. Windows in bedrooms are operable and do not have bars or other obstructions that prevent egress.
  - h. Extension cords are not used as permanent wiring for lights or appliances.
  - i. Outdoor fire areas and fire pits when not prohibited by State or local fire regulations, shall be limited to three feet in diameter, located on a non-combustible surface, covered with fire screens, and located no closer than within 25 feet of a structure or combustible material. Use of fire areas shall require a campfire permit issued by CALFIRE.

- B. The Board of Supervisors at a duly noticed meeting shall have the authority to impose additional standard conditions applicable to vacation home rentals as necessary to achieve the objectives of this chapter.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.095. - Advertisement requirements.

The owner shall include all of the following information in any online advertisements and/or listings for the vacation rental property:

- A. The VHR permit number;
- B. Conditional use permit number, if applicable;
- C. Number of bedrooms and maximum occupancy, not including children five or younger;
- D. Notification that quiet hours must be observed between 10:00 p.m. and 8:00 a.m.;
- E. Notification that occupancy is limited to the maximum designated in the VHR permit between the hours of 10:00 p.m. and 8:00 a.m.; and
- F. The transient occupancy tax certificate number for that particular property.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.100. - Interior sign and notification requirements.

A copy of the permit and a copy of the conditions shall be posted in a conspicuous place within the vacation home rental. Additionally, each vacation home rental shall have a clearly visible and legible notice posted within the unit on or adjacent to the front door, containing the following information:

- A. The name of the managing agency, agent, property manager, local contact, or owner of the unit, and a telephone number at which that party may be reached on a 24-hour basis;
- B. The maximum number of occupants permitted to stay in the unit;
- C. The number and location of on-site parking spaces and the parking rules for seasonal snow removal;

- D. The trash pickup day and notification that trash and refuse shall not be left or stored on the exterior of the property from 6:00 p.m. of the day prior to trash pickup to 6:00 p.m. on the day designated for trash pickup and that failure to use a provided bear-resistant garbage can enclosure, unless otherwise exempted, is a violation of this chapter;
- E. Notification that occupants, may be cited and fined for creating a disturbance or for violating other provisions of this chapter;
- F. Notification that failure to conform to the parking and occupancy requirements of the structure is a violation of this chapter;
- G. Notification if the source of drinking water at the vacation home rental is not a public water system; and
- H. Notification that occupants and/or guests of the vacation home rental shall not use or operate any outdoor spa or hot tub or create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Code or any State law pertaining to noise or disorderly conduct between the hours of 10:00 p.m. and 8 :00 a.m.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.105. - Exterior sign requirements.

Each vacation home rental shall have signage posted on the property that is clearly visible and legible from the property line, containing the following information:

- A. The vacation home rental permit number;
- B. The name of the local contact and a telephone number at which that party may be reached on a 24-hour basis;
- C. The maximum number of occupants permitted to stay in the unit;
- D. All signage shall comply with font and size requirements established by County.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.110. - Parking.

All permissible uses shall comply with the County parking, driveway, loading standards, and seasonal snow removal regulations.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.120. - Noise.

All residential vacation home rentals shall comply with the following standards:

- A. It shall be unlawful for any person on residential property or a public way to make or continue, or cause to be made or continued, any offensive, excessive, unnecessary, or unusually loud, or raucous noise, or any noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others on residential property or public ways within the County.
- B. It shall be unlawful to allow, permit, encourage, organize, promote, conduct, or advertise any entertainment, game, show, exhibition, activity, amusement, gathering, or assembly of persons where there will be presented outdoor live or recorded musical entertainment without first obtaining a special use permit. Private events are allowed under the following provisions:
  - 1. The occupants and/or guests of the vacation home rental shall not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Code or any State law pertaining

to noise or disorderly conduct;

2. Parking resulting from the activity shall comply with the County parking, driveway, loading standards, and seasonal snow removal regulations.

Compliance with this standard shall be in addition to compliance with all other provisions of this Code relating to nuisance, peace, and safety.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.130. - Certified local contact/owner responsibilities.

- A. Each owner of a vacation home rental shall designate a local contact. The local contact may be a professional property manager, realtor, property owner, or other designated person who is available 24 hours per day, seven days per week during all times that the property is rented, and has access and authority to assume management of the unit and take remedial measures. An owner of a vacation home rental who resides within 30 minutes travel distance from the vacation home rental may designate himself or herself as the local contact. The local contact shall be required to abate a nuisance relating to noise, trash, or parking within 30 minutes after being notified of the existence of a potential violation of this chapter.
- B. The owner or owner's agent must immediately notify the County in writing upon a change of local contact or the local contact's telephone number. This notification will be on forms prescribed by the County. The revised permit will not extend the renewal date of the vacation home rental permit, and will be issued for a fee not to exceed the cost of issuance. The name and 24 hour contact information of the local contact shall be made available to the public. The changes must be posted on both the interior and exterior signage of the vacation home rental within ten days of any change of contact information.
- C. For all permits issued or renewed after January 1, 2019, the local contact shall have successfully completed a training course and achieved a qualifying score on a county-administered certification test. Once certified, the local contact will not be required to become re-certified, but must continue to comply with all provisions set forth in this section, including timely reporting of all complaints and their resolutions, in order to remain certified. There may be one or more local contacts for a given VHR, however, the phone number on record to be used to report initial complaints shall be valid to reach an available certified local contact. Operation of a vacation rental without a valid certified local contact, or without a valid contact phone number shall be considered a violation of this section.
- D. The owner or the owner's agent, representative, or local contact for the VHR is responsible for the following:
  1. Ensuring that the VHR complies with all posting requirements, fire and life safety requirements, and other provisions of this chapter at all times when the home is used as a VHR.
  2. Obtaining the name, address, and contact information for each renter age 18 or over.
  3. Providing the renters a written copy of occupancy limits for overnight and daytime hours, quiet hours, any parking restrictions including for snow removal, trash pick-up day and bear box instructions, requirements for campfire permits, and all other rules and regulations, and that should any violation of this chapter occur, that fines may be imposed in accordance with Sections 5.56.150 and 5.56.200.
  4. Obtaining formal, written acknowledgement from all renters over the age of 18 that he or she is legally responsible for compliance of all occupants of the VHR with all applicable laws, rules, and regulations pertaining to the use and occupancy of the VHR, and that should any violation of this chapter occur, that fines may be imposed in accordance with Sections 5.56.150 and 5.56.200. This information shall be maintained by the local contact for a period of one year from date of occupancy and be made available upon request of any officer of the County responsible for the enforcement of any provision of this chapter or any other applicable law, rule, or regulation pertaining to the use and occupancy of the VHR.

5. Being available by phone in case of complaints and being available to respond on-site if necessary to resolve complaints in violation of this chapter in accordance with Section 5.56.150(A).

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.140. - Enforcement, violation and penalties.

- A. Failure of an owner or renter to abide by any of the provisions of this chapter shall constitute a violation subject to imposition of the penalties specified in Subsections B, C and D of this section. Fines will be imposed on the party deemed responsible for the violation. Violations such as failure to obtain proper permits, provide local contact response, comply with advertisement or signage requirements, or provide required trash, fire, or life safety equipment shall result in fines and penalties being imposed on the owner. Violations of occupancy limits, quiet hours, hot tub use, or other nuisance requirements shall result in fines being imposed on renters.
- B. The fine for violations specified in Subsection A of this section shall be as follows:
  1. For the first violation within any 18-month period, the fine shall not exceed \$500.00;
  2. For a second violation within any 18-month period, the fine shall not exceed \$750.00;
  3. For a third violation within any 18-month period, the fine shall not exceed \$1,000.00.
- C. A permit may be suspended after enforcement staff has responded to the property, and such response has resulted in at least one violation on each visit, three times within any 18-month period. The suspension shall not exceed six months.
- D. A permit may be revoked in accordance with the provisions of Section 5.56.150 after enforcement staff has responded to the property, and such response has resulted in at least one violation on each visit, four times within any 18-month period. An owner may petition the Hearing Officer for reinstatement no sooner than 12 months after revocation.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.150. - Procedure for notice of violation and imposition of penalties: fine/suspension/revocation.

Notice of violation, and penalties, including: fines, suspension, and revocation of permits, shall be imposed only in the manner provided in this section.

- A. Initial complaints shall be directed to the certified local contact. The certified local contact shall be available 24 hours during all times when the property is rented, and shall be available by phone during these hours. Should a problem arise and be reported to the certified local contact, the certified local contact shall be responsible for contacting the renter and correcting the problem within 30 minutes, including visiting the site if necessary to ensure that the issue has been corrected. The certified local contact shall report any such complaints, and their resolution or attempted resolution(s), to the County within 24 hours of the occurrence. Failure to respond to complaints or report them shall be considered a violation of this section.
- B. If the issue continues or reoccurs following initial complaint to the certified local contact and code or law enforcement is contacted, enforcement staff shall investigate whether a violation has occurred. The investigation may include an inspection of the premises and may result in the issuance of an on-site citation by code enforcement if they deem such warranted. Sheriff reports, online searches, citations or documentation provided by members of the public including, but not limited to, signed declarations, photos, sound recordings and video may constitute proof of a violation. Should the investigation reveal sufficient evidence to support a finding that a violation occurred, the County shall issue written notice of the violation and intention to impose a penalty in accordance with this chapter. The written notice shall be served either by first class mail or by personal service on the owner. The written notice shall specify the facts which, in the opinion of the County, constitute sufficient evidence to establish grounds for imposition of the penalty and specify that the fine, or

fine and suspension, or fine and revocation will be imposed 15 calendar days from the date of the notice unless the owner files with the County the fine amount and a request for a hearing before the Code Enforcement Hearing Officer.

- C. If the owner requests a hearing within the time specified in Subsection A of this section, the County shall serve written notice of the date, time, and place for the hearing on the owner. The written notice shall be served either by first class mail or by personal service on the owner. The hearing shall be scheduled not less than 15 calendar days, nor more than 60 calendar days from receipt by the County of the request for a hearing. The Code Enforcement Hearing Officer will preside over the hearing and conduct the hearing according to the rules normally applicable to administrative hearings. The Code Enforcement Hearing Officer shall render a decision within 30 calendar days of the hearing and submit findings and recommendations to the County. The County shall impose the penalty in accordance with Section 5.56.140 upon the finding that a violation has been proven by a preponderance of the evidence, and that the fine, or fine and suspension, or fine and revocation is consistent with the provisions of Sections 5.56.140.B, C and D. The decision will be mailed by first class mail to the owner at the last known mailing address provided by the owner. Deposit of the decision in the U.S. Postal Service is presumptive evidence that the owner or owner's agent has received notice of the decision.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.160. - Permits and fees not exclusive.

Permits and fees required by this chapter shall be in addition to any license, permit, or fee required under any other chapter of this Code. The issuance of any permit pursuant to this chapter shall not relieve the owner of the obligation to comply with all other provisions of this Code pertaining to the use and occupancy of the vacation home rental or the property on which it is located.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.170. - Operation of a vacation rental home without a permit—Penalty.

A vacation rental that is determined to be operating without the necessary permit required under this section shall be subject to the penalties listed above in Section 5.56.140. Each day of operation without a permit shall constitute a separate violation.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.180. - Enforcement of chapter.

The Sheriff or his or her designee is hereby authorized and directed to establish such rules and regulations as may from time to time be required to carry out the purpose and intent of this chapter. Substantive changes to this chapter can only be made by the Board of Supervisors.

(Ord. No. 5092, 9-11-2018)

Sec. 5.56.190. - Private actions to enforce.

- A. Any person who has suffered, or alleges to have suffered, damage to person or property because of a violation of this chapter may bring an action for money damages and any other appropriate relief in a court of competent jurisdiction against the party alleged to have violated this chapter. The prevailing party in any such litigation shall be entitled to recover reasonable litigation costs, including attorney's fees in an amount deemed reasonable by the court. 30

B. Nothing herein shall be deemed or construed to create any right of action against the County or any of its officers, employees, or agents. The sole purpose and intent of this section is to create a right of action between private parties, entities, and individuals which are or may be impacted or affected by various aspects of vacation home rentals within the County.

(Ord. No. 5092, 9-11-2018)

## STEP BY STEP INSTRUCTIONS VACATION HOME RENTAL APPLICATION

To avoid delays in the issuance of your Vacation Home Rental Permit, please follow the application steps below.

### Step 1      **PLANNING SERVICES**(530) 621-5355; 2850 Fair Lane, Placerville CA 95667-4197

- Planners are available 8:00 a.m. to 4:00 p.m. with an appointment to assist you through this process.
- The Business License with the Treasurer-Tax Collector can be applied for concurrently with the Vacation Home Rental permit.
- Complete the Vacation Home Rental permit application and acknowledgments. All blanks on the application must be filled in.
- The application has been **signed by an Owner, Partner, Corporate Officer, or Trustee, or agent thereof.**
- A copy of **the required written rental agreement** which includes terms: limiting overnight occupancy and the number of vehicles, how to handle the trash, parking on the street during snow conditions, hot tub hours, and countywide noise ordinance. (These standard features are required to be in your standard rental agreement with the tenant). (§5.56.090)
- Please note that if you have a written agreement authorizing an agent for property management, your agent may apply for this permit.
- The **owner's acknowledgement & certification** must be signed by the **Owner, Partner, Corporate Officer or Trustee**, with evidence of such, and returned with the application.
- The **agent's acknowledgement & certification** must be signed by the agent and returned with the application with a copy of the contract with the agent
- The **local contact person's acknowledgement & certification** must be signed by the local contact person and returned, except when the owner or agent are acting as the local contact person, in which case this acknowledgement & certification is not required.
- Write the Parcel Number on your application in the space provided. You may obtain the information on the Internet at *www. http://www.edcgov.us/Assessor/* Select "Online Property Information."
- Trash pick-up day information may be obtained from the South Tahoe Refuse Co., Inc. at (530) 541-5105, Tahoe Truckee Sierra Disposal at (530) 583-0148 or El Dorado Disposal at (530) 626-4141.
- Fill in the application supplemental checklist with details of the rental:
  - Provide the number of bedrooms. (Please note the bedroom window and ceiling requirements of §5.56.090 of the Vacation Home Rental Ordinance and the alternative standard provided in the Owner's acknowledgment & Certification.) and acknowledgment that the bedrooms meet all local building and safety codes,
  - Calculate the maximum number of Occupants (2 person per bedroom, plus 2 additional persons),
  - Provide a diagram and/or photo clearly indicating the dimensions, number and location of designated on-site parking spaces,
  - Include samples of the proposed interior and exterior signs,
  - Provide evidence of an installed and approved Bear Box for refuse, if necessary.

- Enclose the application, supplemental information, acknowledgments and fee.

Step 2 **TAX COLLECTOR'S OFFICE** - (530) 621-5800 (Placerville) or (530) 573-7955 x5800 (S. Lake Tahoe), or (916) 358-3555 X 5800 from the 916 area code.

- The Tax Collector's staff is available 8:00 a.m. to 5:00 p.m. to assist you through this process.
- To avoid delays, all blank lines on the **Business License Application** must be filled in or signed by the appropriate party. The Business License can be applied for concurrently with the Vacation Home Rental permit online. Payment can be made by credit card or by check can be with applications to: **El Dorado County Treasurer-Tax Collector**, P.O. Box 678002, Placerville CA 95667-8002

Step 3 **FIRE DEPARTMENT** -

- Fees and inspections will begin April 2019 for new and renewed permits.
- The inspection check-list can be found on the VHR website.
- Fees are paid as a part of the Vacation Home Rental permit with Planning Services.
- Inspections are required prior to renting the unit and every other year after that.
- The local Fire Department will contact you to schedule the visit.
- The VHR permit will not be issued or renewed without providing evidence of a passing inspection.

### **Other Agencies Contact Information**

**RECORDER'S OFFICE** - (530) 621-5490 (Placerville) or (530) 573-3409 (South Lake Tahoe), or (916)358-3555 x5490 from the 916 area code.

If you do not already have an El Dorado County fictitious business name and you do not use your last name in the name of your business, you must file for a fictitious business name with the El Dorado County Recorder's Office.

**ASSESSOR'S OFFICE** - (530) 621-5719 (Placerville) or (530) 573-3422 (S. Lake Tahoe)

- Contact the Assessor's office to obtain the parcel number for the Vacation Home Rental unit. You may also obtain the information on the Internet at *www. http://www.edcgov.us/Assessor/* Select "On-line Property Information."
- Write the parcel number on your application in the space provided.

**BUILDING SERVICES** - (530) 621-5315 (Placerville) or (530) 573-3330 (So. Lake Tahoe), or (916) 358-3555 x3330 from the 916 area code.

- Contact Building Services to get information about the permit history of the property.
- Apply for permits for remodels, hot tubs and decks with Building Services.

When the completed application and fee are received, your Vacation Home Rental Permit will be issued to the owner of the property. This permit must be posted within the unit and be clearly visible on or adjacent to the front door.





# COMMUNITY DEVELOPMENT SERVICES

## PLANNING AND BUILDING DEPARTMENT

### VACATION HOME RENTAL APPLICATION

El Dorado County Ordinance 5.56.070 et al

Rental Location: \_\_\_\_\_ Assessor Parcel Number: \_\_\_\_\_  
(Street Address and Town) <http://www.edcgov.us/assessor> and select On Line Property Information)

Rental Description (example: primary residence, secondary residence, accessory structure) \_\_\_\_\_

Trash Pick Up Day: \_\_\_\_\_ Bear Box Installed \_\_\_\_\_ Source of Drinking Water \_\_\_\_\_

Square Footage Dwelling Space: \_\_\_\_\_ Number of Bedrooms: \_\_\_\_\_

Number and Location of Onsite Parking Spaces\*: \_\_\_\_\_ Maximum Number of Occupants: \_\_\_\_\_

**\*NOTE:** A site plan must be attached showing onsite parking dimensions, location of bear box and proposed signs.

Date residence became a Vacation Home Rental: \_\_\_\_\_ Number of Hot Tubs or Spas: \_\_\_\_\_

**Ownership Information:** Check One:  Individual  Partnership  Corporation  Trust

List all Owners, Partners, Corporate Officers, or Trustees Names, Titles, and Addresses. If additional space needed, attach list with all information.

NAME	TITLE	PHONE #	ADDRESS
*			

\*Primary Owner to Contact

**Primary Contact Information for Multiple Owners:**

Mailing Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Local Contact Information:**

Local Contact Name: \_\_\_\_\_ Local Contact Phone No.: \_\_\_\_\_  
(Must be available 24 hrs/day & able to respond to rental location within 1/2 hour) (This telephone number will appear on your permit and signs)

Local Contact Mailing Address: \_\_\_\_\_

Local Contact Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Operator Information** (Name of person or Agent who receives and files Transient Occupancy Tax Returns)

Operator Name: \_\_\_\_\_

Operator Company: \_\_\_\_\_

Operator Mailing Address: \_\_\_\_\_

Operator Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Applicant Information:**

Print Applicant Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Must be an Owner, Partner, Corporate Officer, Lessee or Trustee OR Agent of Owner with written contract indicating agency)

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MAKE CHECK PAYABLE TO:

**El Dorado County Planning Services**  
2850 Fairlane Ct  
Placerville CA 95667-4197

## REQUIRED SUBMITTAL INFORMATION For Vacation Home Rental

The following information must be provided with all applications. **If all the information is not provided, the application will be deemed incomplete and will not be accepted.** For your convenience, please use the check (√) column on the left to be sure you have all the required information.

### FORMS AND MAPS REQUIRED

Check (√)

Applicant County

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1) Owner's Acknowledgement & Certification signed by all property owners  |
| <input type="checkbox"/> | <input type="checkbox"/> | 2) Agent's Acknowledgement & Certification signed by the agent  |
| <input type="checkbox"/> | <input type="checkbox"/> | 3) Local Contact Person's Acknowledgement & Certification signed by the local contact person with a copy of their test results showing a passing score. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4) Proof of ownership (Recorded Grant Deed), if the property has changed title since the last tax roll.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 5) Evidence that a business license application has been submitted,   |
| <input type="checkbox"/> | <input type="checkbox"/> | 6) Evidence that a valid Transient Occupancy Tax registration certificate has been issued or requested.   |

### SITE PLAN REQUIREMENTS

One 11"x17" site plan drawn to scale and of sufficient size to allow for a clear delineation of the following required information (where applicable) or in an electronic PDF format (CD-ROM or other medium). Both versions must include a graphic scale. For your convenience, please check the Applicant column on the left to be sure you have all the required submittal information.

Check (√)

Applicant County

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 7) Entire parcel of land showing perimeter and all existing uses (i.e. dwellings, garages, off-street parking) with dimensions. A parking stall is approximately 9 feet by 18 feet. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8) Approved bear-resistant trash and litter storage or collection areas, if necessary.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 9) Total gross square footage of proposed buildings.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 10) Proposed interior and exterior sign locations, size and copy.   |

**NOTE: APPLICATION WILL BE ACCEPTED BY APPOINTMENT ONLY. MAKE YOUR APPOINTMENT IN ADVANCE BY CALLING (530) 621-5355.**



## COMMUNITY DEVELOPMENT SERVICES PLANNING AND BUILDING DEPARTMENT

### Vacation Home Rental Owner's/Owner's Agent Acknowledgement & Certification

I understand that I am responsible for compliance with the provisions of the Vacation Home Rental Ordinance Chapter 5.56, and that any failure of my local contact person and/or Agent(s) to comply with the Ordinance shall be deemed non-compliance by me (§5.56.060).

I understand that before renting the vacation rental, my agent(s), my local contact person, or I must post the permit required by the Vacation Home Rental Ordinance in a conspicuous place on or adjacent to the front door (§5.56.100) along with the interior, exterior and hot tub (if any) signs.

I agree **by written agreement to limit and enforce the limit on the number** of overnight occupants of the vacation home rental to the number permitted (§5.56.090). *Initials* \_\_\_\_\_

I agree to **obtain the name, address and contact information** for each renter age 18 and over (§5.56.130). *Initials* \_\_\_\_\_

I agree to provide renters a **written copy** of the occupancy limits for overnight and daytime hours, quiet hours, any parking restrictions including for snow remove, trash pick-up day and bear box instructions, requirements for campfire permits, and all other rules and regulations (§5.56.130). *Initials* \_\_\_\_\_

I agree to inform renter that should any violation occur, that **finest may be imposed** (§5.56.140). *Initials* \_\_\_\_\_

I agree that the **physical address** will be made public and be available on the Planning Services website. (§5.56.090). *Initials* \_\_\_\_\_

I agree **by written agreement to limit and to enforce** the limit on the hot tub or spa hours of use to between 8:00 am and 10:00 pm as required by the ordinance (§5.56.090). *Initials* \_\_\_\_\_

I agree to **include the permit number in all advertisement for guests** as designated in the ordinance (§5.56.090). *Initials* \_\_\_\_\_

I agree to **allow inspection** as designated in the ordinance (§5.56.090). *Initials* \_\_\_\_\_

I agree to **maintain independent garbage collection and disposal** as designated in the ordinance (§5.56.090) and provisions in Chapter 8.42 and 8.76. *Initials* \_\_\_\_\_

I agree to inform tenants of, and to ensure the tenants and/or guests of the vacation home rental are aware of, and do not create unreasonable noise or disturbances, engage in **disorderly conduct**, or violate provisions of the El Dorado County Code or any applicable law pertaining to noise or disorderly conduct (§5.56.090 A3). Upon notification that occupants and/or guests have created unreasonable noise or disturbances, engaged in disorderly conduct or violated provisions of the El Dorado County Code or other law pertaining to noise or disorderly conduct, I agree to promptly abate such conduct and prevent recurrence of such conduct by those occupants or guests (§5.56.090). I agree that violations of this provision may result in the suspension or revocation of this Vacation Home Rental Permit. (§5.56.140). *Initials* \_\_\_\_\_

I understand I must designate a **local contact person** who has access and authority to assume management of the unit and take remedial measures on a 24-hour basis when the unit is rented. The local contact person shall be required to respond to the location of the vacation home rental within **one half (1/2) hour** after being notified by law enforcement officials or the public of the existence of a violation of this chapter or any other provision of this code, or any disturbance requiring immediate remedy or abatement (§5.56.130). (The local contact person may be the owner if the owner resides within one half hour travel time.) I understand that if the local contact person changes, I must contact Planning Service's Office for a new permit indicating the new local contact person.

I represent that the designated bedrooms in the vacation rental for which I have applied to be permitted meet all local building and safety code requirements (§5.56.070 D) or, alternatively, that the El Dorado County Building Services Division has determined that, per Section 307.13.3 of the 2001 California Building Code, the existing use or occupancy may be continued if such use was legal at the time of adoption of this 2001 code, provided such use is continued use or occupancy and is not dangerous to life. *Initials* \_\_\_\_\_

I agree to ensure the occupants comply with, the Solid Waste Management Ordinance (§8.42) and that trash will not be left on the exterior of the property (except in bear-proof containers) before 6:00 p.m. of the day prior to trash pick-up or after 6:00 p.m. on the day of trash pick-up. *Initials* \_\_\_\_\_

I agree to ensure the occupants and/or guests comply with the Snow removal parking restrictions and area interference restrictions. I understand that no person shall park except in areas where signs permit, and that no parking is allowed on the street during snow removal conditions in accordance with Chapter §10.12 - Parking.

I agree to provide sufficient parking to meet El Dorado County on-site parking requirements, including garage when necessary. I certify that the off-street parking spaces depicted on the attached photo or diagram were legally established in conformance with El Dorado County and TRPA regulations. *Initials* \_\_\_\_\_

I understand that I am responsible for the above requirements, and that while the local contact person must respond to calls within one half hour, I am responsible for directing my local contact person and/or agent(s) in writing, in a manner that complies with the Vacation Home Rental Ordinance. *Initials* \_\_\_\_\_

I understand that failure by my local contact person, and/or agent(s) will be deemed non-compliance by me (§5.56.060) and that under the provisions of the Vacation Home Rental Ordinance, I may be subject to penalties for non-compliance of \$500.00 to \$1,000.00 and that the Vacation Home Rental Permit may be suspended or revoked should repeated non-compliance occur. *Initials* \_\_\_\_\_

I agree to all of the above as a condition for receiving an El Dorado County Business License, Transient Occupancy Registration, and a Vacation Home Rental Permit for the unincorporated area of El Dorado County. *Initials* \_\_\_\_\_

I have read all regulations pertaining to the operation of a vacation home rental and agree to comply with all conditions of the Vacation Home Rental Permit (§5.56.070).

I certify that the information submitted as application for a Vacation Home Rental Permit is true and accurate in all respects. I (we) agree to all the above provisions and certify under penalty of perjury, the above is true and accurate.

**Owner's Signatures:**

PRINT NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

**Agent's Signatures:**

PRINT NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_



**COMMUNITY DEVELOPMENT SERVICES  
PLANNING AND BUILDING DEPARTMENT**

**Vacation Home Rental  
Certified Local Contact Acknowledgement**

I understand that I am responsible for compliance with the provisions of the Vacation Home Rental Ordinance Chapter 5.56.

I understand that before renting the vacation rental, the agent(s), the owner or I, must post the permit required by Vacation Rental Ordinance in a conspicuous place on or adjacent to the front door (§5.56.100).

I agree **to enforce the limit on the number of overnight occupants** of the vacation home rental to the number permitted (§5.56.090). *Initials* \_\_\_\_\_

I agree to **obtain the name, address and contact information** for each renter age 18 and over (§5.56.130). *Initials* \_\_\_\_\_

I agree to provide renters a **written copy** of the occupancy limits for overnight and daytime hours, quiet hours, any parking restrictions including for snow remove, trash pick-up day and bear box instructions, requirements for campfire permits, and all other rules and regulations (§5.56.130). *Initials* \_\_\_\_\_

I agree to inform renter that should any violation occur, that **finest may be imposed** (§5.56.140). *Initials* \_\_\_\_\_

I agree to **limit by written agreement and to enforce the limit on the hot tub or spa hours** of use to between 8:00 am and 10:00 pm as required by the ordinance (§5.56.090). *Initials* \_\_\_\_\_

I agree to **include the permit number in all advertisement for guests** as designated in the ordinance (§5.56.090). *Initials* \_\_\_\_\_

I agree to **be able to respond on-site if necessary to resolve complaints that are in violation of this ordinance** (§5.56.130). *Initials* \_\_\_\_\_

I agree to inform tenants of, and to ensure the tenants and/or guests of the vacation home rental are aware of, and do not create unreasonable noise or disturbances, engage in **disorderly conduct**, or violate provisions of, the El Dorado County Code or any State law pertaining to noise or disorderly conduct (§5.56.090 A-3). Upon notification that occupants and/or guests have created unreasonable noise or disturbances, engaged in disorderly conduct or violated provisions of the El Dorado County Code or State law pertaining to noise or disorderly conduct, I agree to promptly abate such conduct and prevent recurrence of such conduct by those occupants or guests (§5.56.090). I agree that violations of this provision may result in the suspension or revocation of this Vacation Home Rental Permit (§5.56.140). *Initials* \_\_\_\_\_

I understand that as a **local contact person** I must have access and authority to assume management of the unit and take remedial measures on a 24-hour basis when the unit is rented. As the local contact person, I shall be required to respond to the location of the vacation home rental within **one half (1/2) hour** after being notified by law enforcement officials or the public of the existence of a violation of this chapter or any other provision of this code, or any disturbance requiring immediate remedy or abatement (§5.56.130).

I agree to comply with, and ensure the occupants comply with, the Solid Waste Management Ordinance (§8.42) and that trash will not be left on the exterior of the property (except in bear- proof containers) before 6:00 p.m. of the day prior to trash pick-up to 6:00 p.m. of the day of trash pick-up.

I agree to ensure the occupants and/or guests comply with the Snow removal parking restrictions and area interference restrictions. I understand that no person shall park except in areas where signs permit, and that no parking is allowed on the street during snow removal conditions in accordance with Chapter §10.12 - Parking.

I understand that I am responsible for the above requirements and that while the local contact person must respond to calls within one half hour. I am responsible for having a written agreement with the owner or agent that ensures compliance with the Vacation Home Rental Ordinance. I understand that failure on my part to meet the provisions of the Vacation Home Rentals, may subject the owner to penalties for non-compliance of \$250.00 to \$1,000.00 and that the Vacation Home Rental Permit may be revoked should repeated non-compliance occur.

I have read all regulations pertaining to the operation of a vacation home rental and agree to comply with all conditions of the Vacation Home Rental Permit (§5.56.070).

By signing this certification, the undersigned acknowledges and agrees that the name and phone number provided as the VHR local contact shall be posted online by the county and shall be accessible to the general public.

The County of El Dorado and it's officers, agents, employees, and representatives assume no responsibility for anyone's use of the information and shall not be liable for any improper or incorrect use of the information contained herein. Under no circumstances, shall the County of El Dorado be liable for any direct, indirect, special, exemplary, or consequential damages however caused and on any theory of liability.

I (we) agree to all the above provisions and certify under penalty of perjury, the above is true and accurate.

**Certified Local Contact's Signatures:**

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Local Contact Person)

COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY STATE ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ Email \_\_\_\_\_

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Discussion and possible action relative to a resolution recognizing Earth Day 2019 on April 27, 2019

## **Recommendation:**

Pleasure of the Board

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk

## **ATTACHMENTS**

- [earth day resolution 1-15-19.pdf](#)
- [PRESENTATION SCHEDULE.pdf](#)
- [EARTH DAY AMADOR 2019 VENDOR.pdf](#)



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

IN THE MATTER OF:

RESOLUTION OF SUPPORT FOR EARTH DAY IN AMADOR COUNTY

RESOLUTION NO. 19-xx

WHEREAS, Earth Day is an annual event celebrated on April 22 for almost 50 years worldwide and various events are held to demonstrate support for environmental protection; and

WHEREAS, Amador County is one of the most beautiful places in the country and the residents enjoy celebrating the beauty of our County; and

WHEREAS, celebrating and caring for our planet is everyone's concern world-wide; and

WHEREAS, the County of Amador has celebrated Earth Day in various ways since the 1990's, now we would like to formally observe Earth Day in Amador on April 27, 2019, at Detert Park in Jackson, CA; and

WHEREAS, Earth Day Amador 2019 is an opportunity for local merchants, companies, and citizens to display their activities, products, and services that promote a healthy environment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby endorse Earth Day Amador 2019 and encourage county residents to participate to make Earth Day Amador 2019 a success.

PRESENTATION SCHEDULE  
EARTH DAY AMADOR DETERT PARK JACKSON APRIL 27  
20-30 Minute sessions between 11--4 PM

**FIRST DRAFT: Subject to Change**

11:10 - 11: 30 US Mine Corp. Ione: “A Zero Waste Facility” and much more.

11:30- 11:40 Break

11:40- 12:10 Hybrids & EV’s: Cars for Today and Tomorrow: Headed Toward Zero Emissions

12:10 - 12:20 Break

12:20- 12:50 Regenerative Ranching & Farming in Amador Co. Farms of Amador et. al.

12:50- 1:00 Break

1:00- 1:30 Amador’s Forests: Today’s Health and the Future

1:30 - 1:40 Break

1:40 - 2:10 Wine Making and Grape Growing: What We’re Doing Right

2:10- 2:20 Break

2:20 - 2:50 Saving Energy in Our Home and Business

2:50 - 3:20 Break

3:20- 3:40 Recycling: We Can Do Better: What to Recycle, How to and Where

3:40 - 4:00 Global Warming: Yes, We Have A Problem, Yes, We Have Answers, Let’s Talk

EARTH DAY AMADOR 2019 VENDOR PARTICIPANTS  
As of 1/24/19

**Businesses**

Sunnycal Solar  
U S Mine Corp. Ione\*  
Sierra Pacific Industries\*  
Rocklin Tesla\*\*  
Folsom Hyundai \*  
Folsom Chevrolet  
Thompson Toyota\*\*  
Shingle Springs Subaru\*\*

Amador Sutter Hosp.\*  
Ace Hardware\*  
American River Bank  
Mc Beth Landscaping

**Civic Organizations**

Citizens Climate Lobby  
Foothill Conservancy  
Fire Safe Council\*  
Electric Car Assoc.\*

**County Agencies**

Energy Savings Program J.Scott  
Recycling\*\* J. McHargue

**Agricultural Organizations**

Farms of Amador\*  
Master Gardeners\*  
Master Cannners\*  
Regenerative Ranching: Pope Taylor Ranch et al.  
Sierra Madre Garden Club\*  
Upcountry Farms  
Biodynamic Farming Daniel D'Agostini\*  
UC Extension: Susan Kocher Forestry\*  
Amador Vintners\*\*

**Food & Craft Vendors**

Taste Restaurant\*  
Beth Sogaard Catering\*  
Jamba Juice  
Rosebuds Café\*  
Kneading Dough Bakery\*  
Gold Dust Pizza\*\*  
Lawton Ranch BBQ Catering\*\*

Saucy Sisters Solar Cooking  
Barbara Polenske Recycled Crafts  
Wills Native American Crafts  
Pam Sharp Childrens Art

**Schools**

Mtn. Oaks Charter  
Independence HS  
Jackson Elementary

**Music**

Herb & Jeremy Boxhorn  
Slade River  
Old Soles

\* Verbally Committed, waiting for paperwork to be submitted

\*\* In conversation, probable

Vendor applications will continue to come in over the next 2 months.

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Amador Arts Council: Discussion and possible action relative to adoption of a Resolution designating the Amador County Arts Council as the County's partner to the California Arts. Council

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Amador Arts Council, Meghan O'Keefe

## **ATTACHMENTS**

- [Arts Council\\_Resolution.doc](#)



# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: February 12, 2019

## **SUBJECT**

Update on Tree Mortality mitigation activities by Tad Mason, TSS Consultants, Dr. Richard Harris, and Ed Struffenegger

## **Recommendation:**

No action is being requested, but direction may be given.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 12, 2019

## **SUBJECT**

General Services Administration: Emergency Culvert Replacement Project on Jackson Valley Road

## **Recommendation:**

Discussion and approval of emergency actions undertaken due to the imminent failure of the temporary repairs at that location.

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Jon Hopkins - GSA

## **ATTACHMENTS**

- [ITB 18-25 Emergency Repair Memo 2.4.19.pdf](#)
- [ITB 18-25 Informal Bid Request from Director of PW 1.31.19.pdf](#)
- [ITB 18-25 Bid Evaluation Sheet.pdf](#)
- [ITB 18-25 Bid Summary Sheet.pdf](#)

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@amadorgov.org](mailto:jhopkins@amadorgov.org)



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** February 4, 2019

**SUBJECT:** Emergency Culvert Replacement Project on Jackson Valley Road

**Background:** Public Works has been planning on bidding out work to make repairs to a culvert on Jackson Valley Road. On January 23, 2019 General Services Administration (GSA) sent off a request to post a legal ad for this work. On January 24, 2019 GSA was notified the culvert on Jackson Valley Road had failed which created an emergency (see attached memorandum from Jered Reinking). At this time, the legal ad was rescinded and Public Works noticed various qualified contractors to attend a pre-bid conference on January 28, 2019. Emergency bids were due January 30, 2019 and received, opened and read publicly. A Bid Evaluation and Summary sheet is attached including the Bid Receipt Log. On January 31, 2019 the work was awarded to Campbell Construction with a contract executed on February 2, 2019 in an amount not to exceed \$51,689.00; all insurance and bonds were verified and approved and work is scheduled to begin on February 5, 2019. The engineer's estimate for this work was \$69,000.00

**Subject or Key Issue:** Emergency repairs for failed culvert on Jackson Valley Road.

**Analysis:** Emergency repairs were necessary due to a culvert corroding at its base on Jackson Valley Road ultimately causing that section of road to collapse. Public Works immediately responded and temporarily stabilized the road by backfilling the collapsed area with 2" rock then covering the damaged area with trench plates. The temporary stabilization, along with the previously created bid documents and scope of work, allowed enough time to request emergency bids from contractors; but not enough time to formally bid the work as usual. As a result this provided a positive response receiving a bid less than the engineer's estimate.

Emergency purchases are stipulated in our municipal code that once confirmation is made by the Purchasing Agent there is no further action required. However, the Public Contract Code (PCC) Section 22050 also has Emergency Contracting Procedures for local agencies. These procedures are more precise, especially when authorizing actions for public work and notifying the Board. In part the PCC states:

*"(2) If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next regularly scheduled meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency."*

**Alternatives:** N/A

**Fiscal or Staffing Impacts:** Unknown

**4/5ths vote:** Yes

**Recommendation(s):** Discussion and possible action

c: Chuck Iley, CAO  
file






AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**TRANSPORTATION & PUBLIC WORKS**

PHONE: (209) 223-6429  
FAX: (209) 223-6395  
WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)  
EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

**MEMORANDUM**

**TO:** Jon Hopkins, General Services Administration Director

**FROM:** Jered Reinking, Public Works Director 

**DATE:** January 31, 2019

**SUBJECT:** ITB 18-25 Emergency Culvert Replacement Project on Jackson Valley Road PM 2.0  
Request to Proceed with Informal Bid Process

On January 22, 2019, the Board of Supervisors approved the plans and specifications for the project and authorized the advertisement for formal bid as scheduled. Later that same afternoon, Staff notified me that new damage had emerged on the north shoulder of the roadway. Upon inspection that afternoon and subsequent inspection on the morning of Wednesday January 23, 2019, it became apparent that permanent repair, via replacement of the two (2) 36-inch culverts, is needed as soon as possible. A large void had developed under the north lane of the roadway and one of the culverts evidenced severe deterioration/damage. Public Works Crew backfilled the void with rock ballast to temporarily stabilize the roadway the same day. Steel Plates were then re-installed over this temporary repair.

The existing culverts are now an imminent safety hazard and no longer function as intended. The formal bid process would take at least a month and a half to complete, with contractor mobilization likely two months away under that process. In order to protect the public and County property, I requested from you to use an informal bid process to expedite completion of the scheduled culvert replacement as soon as possible.

Should you require more information about this issue, please contact me at extension x226.

cc: Gregory Gillott, County Counsel

## BID EVALUATION - Exhibit A

January 31, 2019

Bid Division: **Public Works**

Project Name: **Emergency Culvert Replacement Project on Jackson Valley Road Post Mile 2.0**

Location: **Jackson Valley Road P.M. 2.0**

Bid No.: **ITB 18-25**

Note: Unless otherwise noted below, all bid packages were sealed and delivered to  
GSA in Martell at or before 1:30 PM on January 30, 2019

**These bids will receive GSA Director review and consideration on: January 31, 2019 (Target date).**

### Apparent Low Bidder: Campbell Construction

Bidder name	Campbell Construction	K.W. Emmerson	Vinciguerra Construction
Bid Price (As submitted)	<b>\$51,689.00</b>	<b>\$87,699.00</b>	<b>\$110,500.00</b>
Bid Price (As confirmed by staff)	<b>\$51,689.00</b>	<b>\$87,699.00</b>	<b>\$110,500.00</b>
Bid Form Complete / Consistent	<b>x</b>	<b>x</b>	<b>x</b>
Acknowledgement	<b>x</b>	<b>x</b>	<b>x</b>
Bidder's Bond	<b>x</b>	<b>x</b>	<b>note 2</b>
Equal Employment (bidder due w bid subs due 4 days)	<b>x</b>	<b>note 1</b>	<b>x</b>
Public Contract Code	<b>x</b>	<b>x</b>	<b>note 3</b>
Sub-Contractor Listing	<b>n/a</b>	<b>x</b>	<b>n/a</b>
Contractors License	<b>x</b>	<b>x</b>	<b>x</b>
DUNS # provided	<b>x</b>	<b>x</b>	<b>x</b>
Prime Registered w DIR	<b>x</b>	<b>x</b>	<b>x</b>
Contact Info / Bid Signed	<b>x</b>	<b>x</b>	<b>x</b>
Subs Registered w/ DIR	<b>n/a</b>	<b>x</b>	<b>n/a</b>

**x** Submitted and Acceptable

Prepared by: J. Reinking

Notes:

\*Information reviewed by GSA Director, Public Works Director & County Counsel\*

#1	Need subcontractor EEO form.
#2	Submitted copy of check for 10% of bid amount.
#3	Not Complete

**BID SUMMARY FOR:**

**ITB 18-25 Emergency Culvert Replacement Project on Jackson Valley Road Post Mile 2.0**

Federal-Aid Project: N/A		County Project Number 454519001					Campbell Construction		K.W. Engineering		Vinciguerra Construction		Granite Construction		Ford Construction		Western Engineering	
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	Engineer's Unit Price	Engineer's Estimate	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1		Construction Staking	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,885.00	\$ 1,885.00	\$ 550.00	\$ 550.00	\$ 2,800.00	\$ 2,800.00	\$ 3,825.00	\$ 3,825.00	\$ 4,000.00	\$ 4,000.00
2		Traffic Control System	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,869.00	\$ 1,869.00	\$ 2,000.00	\$ 2,000.00	\$ 3,870.00	\$ 3,870.00	\$ 1,200.00	\$ 1,200.00	\$ 32,000.00	\$ 32,000.00
3		Temporary Diversion System	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 5,200.00	\$ 5,200.00	\$ 19,475.00	\$ 19,475.00	\$ 20,000.00	\$ 20,000.00	\$ 32,000.00	\$ 32,000.00	\$ 22,500.00	\$ 22,500.00	\$ 60,000.00	\$ 60,000.00
4		Dewatering Operations (Nuisance Water)	LS	1	\$ 3,200.00	\$ 3,200.00	\$ 1,750.00	\$ 1,750.00	\$ 11,051.00	\$ 11,051.00	\$ 10,000.00	\$ 10,000.00	\$ 6,900.00	\$ 6,900.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
5		Remove Culvert	LF	120	\$ 10.00	\$ 1,200.00	\$ 52.00	\$ 6,240.00	\$ 30.00	\$ 3,600.00	\$ 50.00	\$ 6,000.00	\$ 32.00	\$ 3,840.00	\$ 70.00	\$ 8,400.00	\$ 150.00	\$ 18,000.00
6		Reset Sign	EA	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 1,266.00	\$ 1,266.00	\$ 200.00	\$ 200.00	\$ 800.00	\$ 800.00
7		Class 2 Aggregate Base	CY	15	\$ 500.00	\$ 7,500.00	\$ 51.00	\$ 765.00	\$ 201.00	\$ 3,015.00	\$ 100.00	\$ 1,500.00	\$ 1,184.00	\$ 17,760.00	\$ 710.00	\$ 10,650.00	\$ 100.00	\$ 1,500.00
8		Hot Mix Asphalt (Type A)	TON	16	\$ 500.00	\$ 8,000.00	\$ 179.00	\$ 2,864.00	\$ 304.00	\$ 4,864.00	\$ 400.00	\$ 6,400.00	\$ 1,275.00	\$ 20,400.00	\$ 1,300.00	\$ 20,800.00	\$ 175.00	\$ 2,800.00
9		36 Inch Reinforced Concrete Pipe (Class IV)	LF	100	\$ 300.00	\$ 30,000.00	\$ 276.00	\$ 27,600.00	\$ 409.00	\$ 40,900.00	\$ 625.00	\$ 62,500.00	\$ 406.00	\$ 40,600.00	\$ 700.00	\$ 70,000.00	\$ 375.00	\$ 37,500.00
10		Paint Traffic Stripe (2-Coat)	LF	105	\$ 20.00	\$ 2,100.00	\$ 14.00	\$ 1,470.00	\$ 8.00	\$ 840.00	\$ 10.00	\$ 1,050.00	\$ 38.00	\$ 3,990.00	\$ 36.00	\$ 3,780.00	\$ 40.00	\$ 4,200.00
<b>TOTAL</b>					<b>\$</b>	<b>70,000.00</b>	<b>\$</b>	<b>51,689.00</b>	<b>\$</b>	<b>87,699.00</b>	<b>\$</b>	<b>110,500.00</b>	<b>\$</b>	<b>133,426.00</b>	<b>\$</b>	<b>146,355.00</b>	<b>\$</b>	<b>168,800.00</b>
							Proposal	\$ 51,689.00	Proposal	\$ 87,699.00	Proposal	\$ 110,500.00	Proposal	\$ 133,426.00	Proposal	\$ 146,355.00	Proposal	\$ 168,800.00

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 12, 2019

## **SUBJECT**

General Services Administration: FAA's Determination Regarding Grant Application and NEPA

## **Recommendation:**

1) Authorize the BOS Chair release the expiring FAA entitlement funds to the San Francisco ADO and; 2) Authorize staff to request amending the current Wildlife Hazard Mitigation Assessment grant to include paying for the updated flora/fauna biological study for NEPA and once a CatEx is approved by FAA, continue to apply for Design of the Wildlife Hazard Mitigation Fence grant.

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Jon Hopkins - GSA

## **ATTACHMENTS**

- [Memo AIP Grant Application Timeline 2.4.19.pdf](#)
- [Entitlement Transfer Form 2.4.19.pdf](#)
- [E-mail from FAA 2.4.19.pdf](#)

# Amador County Airport



David Sheppard, Airport Manager  
12370 Airport Road  
Mail: 12200-B Airport Road  
Jackson, California 95642  
Phone: (209) 223-2376  
Fax (209) 223-0749  
Email: DSheppard@amadorgov.org

## MEMORANDUM

TO: Board of Supervisors

FROM: David Sheppard, Airport Manager & Jon Hopkins, GSA Director *Hop*

DATE: January 30, 2019

RE: FAA's Determination Regarding Grant Application and NEPA

**Background:** On November 28, 2018, the Airport Manager spoke with Fernando Yanez, San Francisco Airport District Office (ADO) Project Planner assigned to Westover Field. This conversation was concerning the expiring AIP Entitlement Funds for the Airport as well as the NEPA requirements for Design of the Wildlife Hazard Mitigation Fence. Mr. Yanez is not the Environmental Planner and said he would pass on the requested information.

Prior to the Amador County Board of Supervisors meeting on December 18, 2018, the Airport Manager called several times to Camille Garibaldi, San Francisco ADO Environmental Planner assigned to Westover Field, and Mr. Yanez in an attempt to determine what level of environmental review was required for Design of the Wildlife Hazard Mitigation Fence. These calls were not returned until January 9, 2019.

Beginning on November 30, 2018, the Airport Manager contacted C&S Engineers (The Airport's Consulting Engineer) to gather as much information as possible concerning the environmental review process for the FAA NEPA review for Design of the Wildlife Hazard Mitigation Fence. On December 13, 2018, Nicolas Alex, Project Manager, from C&S provided the following statement:

*"After speaking with Jennifer Lynch (C&S Wildlife Biologist) and reviewing available data (e.g., County GIS database, 2005 Master Plan, 2011 Baseline Environmental Report, etc.) we believe the perimeter fencing project could be Categorical Exclusion (CatEx) eligible. However, although not observed at the time, because the 2011 Environmental Baseline Report mentions the potential for certain threatened/endangered flora and fauna to occur near the airport, we recommend a biologist be present during design walks to ensure there would be no impacts to these species."*

Based on this information, our consultants past knowledge of FAA acceptable practices and no response from the FAA the Airport Manager felt we should proceed with requesting matching funds from the BOS and submit an application for Federal AIP funding for Design of the Wildlife Hazard Mitigation Fence.

On December 18, 2019, the Board granted the Airport \$17,500.00 out of contingencies for matching funds for Design of the Wildlife Mitigation Fence in order to apply for our \$150,000.00 grant. After the Board meeting staff completed a grant application, had it reviewed by C&S and submitted the application to the FAA. Staff also started to develop the CatEx documentation for submission to the FAA. On January 9, 2019, prior to submitting the CatEx information to FAA, staff received a phone call and e-mail from Camille Garibaldi (see-attached e-mail). Ms. Garibaldi stated she believes a CatEx is

appropriate for this project. Although no endangered flora/fauna were identified in the 2011 Environmental Baseline Report, FAA requires confirmation that no endangered flora/fauna exist today prior to approving the application. This review can only be completed during the flowering season of May through August; effectively removing the Airport's ability to successfully obtain an approved application.

**Subject or Key Issue:** The FAA ADO in San Francisco is requesting Amador County to release the expiring 2016 Entitlement Grant Funds in the amount of \$150,000.00 as Amador County cannot provide the necessary environmental documentation required by the FAA to issue a grant. By releasing these monies the \$150,000.00 can be transferred to a different airport within the San Francisco ADO's region versus being released nationally.

**Analysis:** Based on FAA's comments staff suggest the County release expiring funds to San Francisco ADO so that those funds can be used within the San Francisco region. Amador County should also request from the FAA that the current funded and approved Wildlife Hazard Mitigation Assessment grant be **amended** to include the protected plant species survey that Amador County will need to complete this spring before a NEPA CatEx application can be submitted to FAA for review and determination. The Airport has the funding within this grant to request an amendment from FAA to fund the survey for the environmental documentation required for this project.

Once the CatEx determination has been provided by the FAA, staff can resubmit an application for Design of the Wildlife Hazard Mitigation Fence. Therefore the Airport will need to retain the \$17,500.00 granted by the Board once a grant is awarded to the Airport.

**Alternatives:** 1) Release the 2016 entitlement grant funds to the ADO in San Francisco and continue to gather necessary information for the NEPA CatEx environmental application and reapply for a FAA AIP grant and Caltrans matching grant for Design of the Wildlife Hazard Mitigation Fence once the CatEx is determined by FAA (see attached Transfer of Entitlements Form). 2) Do not apply for FAA or Caltrans funding until the Airport Enterprise fund can support future capital projects.

**Fiscal or Staffing Impacts:** Potential General Fund impact.

**4/5ths vote:** Yes

**Recommendation(s):** 1) Authorize the BOS Chair release the expiring FAA entitlement funds to the San Francisco ADO and; 2) Authorize staff to request amending the current Wildlife Hazard Mitigation Assessment grant to include paying for the updated flora/fauna biological study for NEPA and once a CatEx is approved by FAA, continue to apply for Design of the Wildlife Hazard Mitigation Fence grant.

## Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Amador

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Westover Field / Amador County Airport ( KJAQ )

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2016	\$ 150,000.00
<b>Total</b>		\$ 150,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

( )

Name of Receiving Airport's Sponsor:

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

**For the United States of America, Federal Aviation Administration:**

Signature: \_\_\_\_\_

Name:

Title:

Date:

**Certification of Transferring Sponsor**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            February            , 2019

Name of Sponsor: County of Amador

Name of Sponsor's Authorized Official: Brian Oneto

Title of Sponsor's Authorized Official: Chairman, Amador County Board of Supervisors

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

**Certificate of Transferring Sponsor's Attorney**

I,                    Gregory Gillot                    , acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of                    California                    . Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at                    Jackson, California                    (City, State),  
this            day of            February            , 2019

**Signature** of Sponsor's Attorney: \_\_\_\_\_





Dave Sheppard &lt;dsheppard@amadorgov.org&gt;

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## Entitlement Money

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Camille.Garibaldi@faa.gov &lt;Camille.Garibaldi@faa.gov&gt;

Wed, Jan 9, 2019 at 1:15 PM

To: dsheppard@amadorgov.org

Cc: jbryan@cscos.com, nyoung@cscos.com, fernando.yanez@faa.gov, Ron.Biaoco@faa.gov

Hello Dave,

I am following up on our conversation and the phone message that I just left for you.

It does not appear that you will be ready to request a design grant in FY19 for a Wildlife Protection Fence, therefore we recommend that you request transfer of the expiring funds.

- The alignment of the proposed fence needs to be shown on a conditionally approved Airport Layout Plan (ALP).
  - An ALP update is underway, but has not been submitted, yet.
- Wildlife Hazard Assessment is in development.
- The tentative alignment of the fence has suitable characteristics for and may support federally protected plant species.
  - Survey of the alignment is needed in the spring.
    - I recommend proceeding with the survey in the Spring and submitting the documentation for evaluation and FAA consultation with USFWS if necessary.
    - Survey and biological report costs should be minimal.
      - Environmental documentation is eligible for reimbursement as Project Formulation costs.
    - If there is no impact or no mitigation requirement, it is still possible for the fence to qualify for a Categorical Exclusion. This is preferred to embarking on an Environmental Assessment that may not be warranted.

If you have any questions that you would like to discuss, I am available at (650) 827-7613.

58

Regards,

Camille

---

Camille Garibaldi

Phone: (650) 827-7613

**From:** Dave Sheppard <[dsheppard@amadorgov.org](mailto:dsheppard@amadorgov.org)>

**Sent:** Tuesday, December 18, 2018 2:56 PM

**To:** Yanez, Fernando (FAA) <[fernando.yanez@faa.gov](mailto:fernando.yanez@faa.gov)>; Garibaldi, Camille (FAA) <[Camille.Garibaldi@faa.gov](mailto:Camille.Garibaldi@faa.gov)>; Biaoco, Ron (FAA) <[Ron.Biaoco@faa.gov](mailto:Ron.Biaoco@faa.gov)>

**Cc:** Jessica Bryan <[jbryan@cscos.com](mailto:jbryan@cscos.com)>; Nicole Young <[nyoung@cscos.com](mailto:nyoung@cscos.com)>

**Subject:** Entitlement Money

[Quoted text hidden]

# Board of Supervisors Agenda Item Report

Submitting Department: Environmental Health

Meeting Date: February 12, 2019

## **SUBJECT**

Small Public Water Systems - Local Primacy Delegation

## **Recommendation:**

Continued from January 22 - Review options and provide staff direction whether to continue implementation of the small public water system program and to recruit staff to implement the program.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Environmental Health

## **ATTACHMENTS**

- [LPA BOS mmo 2.docx](#)
- [LPA bill proposal RN 19002406.pdf](#)



# AMADOR COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

PHONE: (209) 223-6439

FAX: (209) 223-6228

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: ACEH@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

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## MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Michael W. Israel, Community Development Director

DATE: February 5, 2019

SUBJECT: Small Public Water System  
Local Primacy Delegation

At the last Board meeting I was tasked with contacting the Division of Drinking Water to determine if we relinquish the Local Primacy for oversight of the drinking water program for small systems within Amador County today, could the program be re-delegated to the Environmental Health Department if/when funding is available. I contacted the Division's Deputy Director, Darrin Polhemus; his response was as follows.

**Presuming that some form of legislation is approved, and that it does not contain specific conditions we are to follow regarding eligibility for the program, we would expect that all existing LPAs would be able to transfer to the new program. It is much harder to predict what might be considered for counties that were previously LPAs. Certainly if we assume a program from a county now, and invest in the staffing to manage that counties previous work load, there is a certain amount of inertia that comes with that and we will have staffing issue and other investments that will have to be part of the decision. There would also be a consideration as to the startup costs by the county to resume the work and train up staff since we would presumably be fully funding that work. I imagine some kind of cost and efficiency considerations would have to be part of that decision.**

In other words, it would be difficult at best. The area engineer who would be responsible for program delivery including bringing on staff and converting all permits was a bit more blunt and ventured to say it would not be allowed.

So the question I pose to the Board – do we retain the program and recruit staff to replace the current vacancy or do we surrender the program without realistic expectation of regaining local control?

## LEGISLATIVE COUNSEL'S DIGEST

Bill No. \_\_\_\_\_  
as introduced, \_\_\_\_\_.  
General Subject: State Water Resources Control Board: local primacy delegation:  
funding stabilization program.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health, including, but not limited to, conducting research, studies, and demonstration programs relating to the provision of a dependable, safe supply of drinking water, enforcing the federal Safe Drinking Water Act, adopting implementing regulations, and conducting studies and investigations to assess the quality of water in private domestic water supplies. The act authorizes the state board to delegate, through a local primacy delegation agreement, primary responsibility for the act's administration and enforcement within a county to a local health officer, as specified. The act requires that a local primacy delegation remain in effect until specified conditions occur. The act requires the state board to provide the local primacy agency, to the extent funds are available from the Safe Drinking Water Account, with an annual drinking water surveillance program grant to cover the costs of conducting inspection, monitoring, surveillance, and water quality evaluation activities specified in the local primacy agreement. The act requires the state board to adopt a schedule of fees and requires a public water system under the jurisdiction of a local primacy agency to pay these fees to the local primacy agency in lieu of the state board. Existing law makes it a crime for any person to knowingly commit certain acts, including making a false statement or representation in any record submitted, maintained, or used for the purposes of compliance with the act, possessing a record required to be maintained by the act that has been altered or concealed, and destroying, altering, or concealing any record required to be maintained by the act.

This bill would include enforcement costs as costs covered by an annual drinking water surveillance program grant. The bill would authorize any local primacy agency, with approval of the state board, to elect to participate in a funding stabilization program effective for the 2020–21 fiscal year and fiscal years thereafter, as specified. The bill would require the state board, during any fiscal year for which a local primacy agency participates in the funding stabilization program, to establish and collect all fees payable by public water systems for the local primacy agency activities and to provide funding to the local primacy agency each year in accordance with an annual workscope, prepared



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as prescribed by the local primacy agency that is submitted to and approved by the state board. The bill would prohibit a participating local primacy agency from charging a public water system any fee in addition to the fees established and collected by the funding stabilization program for the activities in the local primacy agency and would require all fines and penalties collected by such a local primacy agency for the local primacy agency's activities to be remitted to the state board for deposit in the Safe Drinking Water account. The bill would require a participating local primacy agency to establish and maintain accurate accounting records of all costs it incurs and periodically to make these records available to the state board. By requiring new records for the purpose of complying with the act, this bill would expand the scope of a crime and thereby impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.



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12944

01/08/19 12:08 PM  
RN 19 02406 PAGE 1

An act to amend Section 116330 of the Health and Safety Code, relating to drinking water.



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## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 116330 of the Health and Safety Code is amended to read:

116330. (a) ~~The department state board~~ may delegate primary responsibility for the administration and enforcement of this chapter within a county to a local health officer authorized by the board of supervisors to assume these duties, by means of a local primacy delegation agreement if the local health officer demonstrates that it has the capability to meet the local primacy program requirements established by the ~~department state board~~ pursuant to subdivision (h) of Section 116375. This delegation shall not include the regulation of community water systems serving 200 or more service connections. The local primacy agreement may contain terms and conditions that the ~~department state board~~ deems necessary to carry out this chapter. The local primacy agreement shall provide that, although the local primacy agency shall be primarily responsible for administration and enforcement of this chapter for the designated water systems, the ~~department state board~~ does not thereby relinquish its authority, but rather shall retain jurisdiction to administer and enforce this chapter for the designated water systems to the extent determined necessary by the ~~department state board~~.

(b) Any local health officer seeking a local primacy delegation shall submit an application to the ~~department state board~~. The application shall be submitted by ~~March 1, 1993, for local health officers seeking local primacy agreements for the 1993-94 fiscal year. Thereafter, the application shall be submitted by January 1, January 1~~ of the fiscal year immediately preceding the commencement of the fiscal year for which the local primacy delegation is sought. The application shall be in the format, and shall contain information, required by the ~~department state board~~. The ~~department state board~~ shall approve the application for primacy if the ~~department state board~~ determines that the local health officer is capable of meeting the primacy program requirements established by the ~~department state board~~.

(c) A local primacy delegation approved by the ~~department state board~~ shall remain in effect until any of the following conditions occur:

- (1) The delegation is withdrawn by mutual agreement.
- (2) The local primacy agency provides 120-day advance written notice to the ~~department state board~~ that it no longer wishes to retain local primacy.

(3) The ~~department state board~~ determines that the local primacy agency no longer complies with the ~~department's state board's~~ local primacy program requirements. The ~~department state board~~ shall provide written notice to the local primacy agency and the board of supervisors and shall provide an opportunity for a public hearing prior to initiation of any local primacy revocation action by the ~~department state board~~.

(d) The ~~department state board~~ shall evaluate the drinking water program of each local primacy agency at least annually. The ~~department state board~~ shall prepare a report of the evaluation and list any program improvements needed to conform to the ~~department's state board's~~ local primacy program requirements. A copy of the evaluation report shall be provided to the local primacy agency and the board of supervisors. The local primacy agency shall be granted a reasonable amount of time



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to make any needed program improvements prior to the initiation of any local primacy revocation actions.

(e) ~~To~~ In addition to any funding provided under subdivision (g), to the extent funds are available in the Safe Drinking Water Account, the department state board shall provide the local primacy agency with an annual drinking water surveillance program grant to cover the cost of conducting the inspection, monitoring, surveillance, enforcement, and water quality evaluation activities specified in the local primacy agreement. The annual program grant pursuant to this subdivision shall not exceed the amount that the department state board determines would be necessary for the department state board to conduct inspection, monitoring, surveillance, enforcement, and water quality evaluation activities in the absence of a local primacy agreement for those systems in that county.

(f) The local primacy agency shall act for the department state board as the primary agency responsible for the administration and enforcement of this chapter for the specified public water systems and shall be empowered with all of the authority granted to the department state board by this chapter over those water systems.

(g) (1) With approval of the state board, any local primacy agency may elect to participate in the funding stabilization program effective for the 2020–21 fiscal year and thereafter set forth in this subdivision.

(2) A local primacy agency shall submit a resolution of intention to participate, approved by the county board of supervisors, to the state board by January 1 of the fiscal year immediately preceding the commencement of the fiscal year for which participation in the funding stabilization program is sought. If approved by the state board, the local primacy agency's participation in the funding stabilization program shall continue until terminated in accordance with this paragraph. Either the local primacy agency or the board may terminate the local primacy agency's participation by serving notice on the other party by January 1 of any year, and termination shall become effective July 1 of the immediately succeeding fiscal year.

(3) During any fiscal year for which a local primacy agency participates in the funding stabilization program, all of the following shall apply:

(A) Notwithstanding Section 101325 and subdivision (f) of Section 116565, the state board shall establish and collect all fees payable by public water systems for the local primacy agency activities set forth in this section.

(i) Fees established and collected pursuant to this subparagraph shall not be higher than the fees charges by the state board for regulatory oversight of small public water systems by the state board.

(ii) A local primacy agency shall not charge a public water system any fee in addition to the fees established and collected pursuant to this subparagraph for the activities set forth in this section.

(B) The state board shall provide funding to the local primacy agency each year in accordance with a detailed annual workscope submitted by the local primacy agency and approved by the state board. The workscope shall set forth the reasonable costs incurred by the local primacy agency in inspection, monitoring, surveillance, water quality evaluation, and enforcement activities described in the delegation agreement.

(C) A local primacy agency shall establish and maintain accurate accounting records of all costs it incurs pursuant to this subdivision and periodically shall make these records available to the state board.



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(D) A local primacy agency shall remit all fines and penalties collected by the local primacy agency for the local primacy agency activities set forth in this section to the state board for deposit in the Safe Drinking Water Account established pursuant to Section 116590.

(4) The state board shall adopt regulations in accordance with the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code) to establish policies, guidelines, and procedures for the preparation of the workscope of the local primacy agency and the terms of payment by the board for work performed by the local primacy agency that shall include, but not be limited to, all of the following:

(A) Guidelines for the workscope submitted to the state board by the local primacy agency.

(B) Approval of reimbursable direct and indirect costs.

(C) Quantifiable measures to evaluate the performance of the local primacy agency under this subdivision.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.



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# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: February 12, 2019

## **SUBJECT**

Administration: Discussion and possible action relative to an amended Elected Salary Ordinance relating to the Sheriff and District Attorney.

## **Recommendation:**

Waive reading and schedule for adoption on February 26, 2019.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Sheriff; District Attorney; Auditor; Human Resources

## **ATTACHMENTS**

- [Salary Ordinance\\_Staff Report.docx](#)
- [Elected Officials Ordinance 2.6.19 DRAFT \(trk changes\).docx](#)



**AMADOR COUNTY  
ADMINISTRATIVE AGENCY**

County Administration Center  
810 Court Street • Jackson, CA 95642-9534  
Telephone: (209) 223-6470  
Facsimile: (209) 257-0619  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

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February 6, 2019

To: Amador County Board of Supervisors

This ordinance change was originally approved by the Board on December 18, 2018, with the expectation that it would be brought back on consent for adoption at the January 8, 2019 meeting. Had it been adopted in January, the changes would have been in effect for February. It has not yet been approved.

Staff has prepared an updated version for the Board to consider, with a change to make the adjustments retroactive to February (which is the month they otherwise would have gone into effect had the ordinance come back for approval on January 8th as everyone anticipated.

Due to statutory requirements regarding the adoption ordinances, if the ordinance is amended, it must be brought back at the following meeting for adoption (February 26th). The adjustments would not begin until April 2019, but, of course, would include retroactive pay for February and March pursuant to the amended language.

Alternatively, if the ordinance is not amended, but instead approved today as previously considered, any changes would not go into effect until March, 2019.

ORDINANCE NO. XXXX

Chapter 2.68

SALARIES OF ELECTED OFFICIALS

The Board of Supervisors of the County of Amador ordains as follows:

Section 1. Chapter 2.68 of the Amador County Code is hereby amended to read as follows:

Chapter 2.68

SALARIES OF ELECTED OFFICIALS

Sections:

- 2.68.020 Salaries.
- 2.68.025 Benefits.
- 2.68.030 Payable when.

2.68.020 Salaries and benefits.

The Elected Officials of the County shall receive as compensation for services required of him/her by law or virtue of his/her office salaries in accordance with the table set forth below for each month during which the elected official holds the office. Such salaries shall be prorated for the first and last month of his/her term.

Salaries				
Effective Date	10/1/2018	10 yr	15 yr	20 yr
Percentage of Increase	1%	2.5%	2.5%	2.5%
Assessor	\$ 9,029	\$ 9,255	\$ 9,486	\$ 9,723
Auditor	\$ 9,486	\$ 9,723	\$ 9,966	\$ 10,215
Clerk-Recorder	\$ 8,435	\$ 8,646	\$ 8,862	\$ 9,084
District Attorney	\$ 11,483	\$ 11,770	\$ 12,064	\$ 12,365
Sheriff-Coroner	\$ 10,999	\$ 11,274	\$ 11,556	\$ 11,845
Treasurer-Tax Collector	\$ 8,828	\$ 9,049	\$ 9,275	\$ 9,507

2.68.025 Benefits.

A. Except as set forth in this Chapter 2.68, each elected official shall accrue benefits as set forth in the most current resolution adopted for management unit employees (as if they are employees), with the exception of vacation, sick leave, unemployment, SDI benefits, and Paid Family Leave (PFL); provided, however, that each elected official shall receive six days of sick leave credit for each year of continuous service for which they were elected, which credit may be used only toward PERS retirement credit. Pension benefits for each elected official shall be as set forth in Section 2.68.025.C.

B. The Sheriff-Coroner shall be eligible for the same Retirement Plan to which the members of the Deputy Sheriff's Association, Sheriff's Office Association, and Sheriff's

Office Mid-Management Association are entitled. The District Attorney shall be eligible for the same Retirement Plan for local prosecutors to which the members of the Amador County Deputy District Attorney Association are entitled. If an elected official elects not to participate in PERS, the total amount that the County would contribute to PERS on that official's behalf shall be paid to that official in cash and that official shall not be entitled to the sick leave credit described above.

C. The Sheriff-Coroner shall be eligible to receive all education, longevity, and POST incentives that are afforded to the Sheriff's Office Mid-Management Association, as well as all uniform allowances, if applicable. The District Attorney shall receive a \$600 monthly vehicle allowance.

D. Notwithstanding any provisions to the contrary in this Chapter, to avoid potential wage compaction with their subordinates, the base salary for the Sheriff-Coroner and the District Attorney shall be set at an amount at least five percent (5%) higher than the base salary of the next highest paid subordinate employee within their respective offices. Any adjustments to the base salary pursuant to either subsection C. or D. above shall be retroactive to February 1, 2019.

E. The Employer Paid Member Contribution (EPMC) for each elected officer shall be as follows:

1. For the current Sheriff-Coroner and the District Attorney, the EPMC shall be seven percent (7%); and
2. For the current Treasurer-Tax Collector, the Clerk-Recorder and the Assessor, the EPMC shall be five percent; and
3. All elected officials elected as new employees according to PERS regulations shall pay one half of normal cost as determined by CalPERS.

2.68.030 Payable when.

All salaries provided for under this chapter shall be paid under the same terms and conditions as salaries of other employees working for the county of Amador.

Section II. Prior to the expiration of fifteen (15) days from the passage of this Ordinance, or a summary thereof, with the names of the members of the Board of Supervisors voting for and against shall be published in the Amador Ledger-Dispatch, a newspaper of general circulation, published and circulated in the County of Amador. This Ordinance shall take effect thirty (30) days after the date of its adoption, and thenceforth and thereafter the same shall be in full force and effect.

The foregoing Ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the xx day of xxxx 2018, by the following vote:

AYES: Lynn Morgan, Bryan Oneto, Richard M. Forster, Frank Axe,

and Patrick Crew

NOES: None

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

ATTEST:

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

\_\_\_\_\_  
Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Minutes: Review and possible recommendation relative to approval of the January 22, 2019 Board of Supervisors Meeting Minutes.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

- [January 22, 2019\\_DRAFT\\_Minutes \(2\) \(Autosaved\).docx](#)



**Amador County Board of Supervisors  
ACTION MINUTES  
REGULAR MEETING**

**DATE:** Tuesday, January 22, 2019  
**TIME:** 8:30 a.m.  
**LOCATION:** County Administration Center, 810 Court Street, Jackson, California

The Board of Supervisors of the County of Amador met at the County Administration Center, 810 Court Street, Jackson, California, on the above date pursuant to adjournment, and the following proceedings were had, to wit:

**Present on Roll Call:**

Brian Oneto, District V-Chairman  
Patrick Crew, District I-Vice-Chairman  
Richard M. Forster, District II  
Frank U. Axe, District IV  
Jeff Brown, District III

**Staff:** Charles T. Iley, County Administrative Officer  
Gregory Gillott, County Counsel  
Jennifer Burns, Clerk of the Board

**Absent:** None

NOTE: These minutes remain in *Draft* form until approved by Minute Order at the next regular meeting of the Board of Supervisors. Any packets prepared by County Staff are hereby incorporated into these minutes by reference as though set forth in full. Any staff report, recommended findings, mitigation measures, conditions, or recommendations which are referred to by Board members in their decisions which are contained in the staff reports are part of these minutes by reference only. Any written material, petitions, packets, or comments received at the hearing also become a part of these minutes by reference.

**CLOSED SESSION** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). **At 8:30 a.m., the Board convened into closed session.**

**Conference with Labor Negotiators:** Pursuant to Government Code Section 54957.6. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Judy Dias, Human Resource Director, Greg Ramirez, IEDA. Employee Organizations: All Units

**ACTION:** Update given.

**Conference with County Counsel-Anticipated Litigation-{Government Code 54956.9 (d) (2)}**

Mario Ramona Bekeris, Claim No. 18-16

**ACTION:** Claim denied pursuant to the following motion.

**MOTION:** It was moved by Supervisor Forster, seconded by Supervisor Crew and unanimously carried to deny the subject claim due to liabilities and damages being disputed.

Claim of Michael Harris, Claim No. 18-15

**ACTION:** Claim accepted pursuant to the following motion.

**MOTION:** It was moved by Supervisor Axe, seconded by Supervisor Crew and unanimously carried to accept the subject claim as presented.

**Confidential Minutes:** Review and possible approval of the January 8, 2019 Confidential Minutes.

**ACTION:** Approved pursuant to the following motion.

**MOTION:** It was moved by Supervisor Axe, seconded by Supervisor Forster and unanimously carried to approve January 8, 2019 2018 Confidential Minutes.

**Conference with County Counsel: Initiation of Litigation-{Government Code 54956.9(D)(4)}**

**Buena Vista Rancheria**

**ACTION:** Direction given to staff.

**REGULAR SESSION:** At 9:00 a.m., the Board convened into regular session. Chairman Oneto reported the above issues was reviewed in closed session:

**PLEDGE OF ALLEGIANCE:** Chairman Oneto led the Board and the public in the *Pledge of Allegiance*.

**PUBLIC MATTERS NOT ON THE AGENDA:** Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a **three (3) minute limit per person**.

**Buena Vista Casino Concerns:** Mr. Bill May, District II resident, addressed the Board and stated it is his understanding that Amador Water Agency has sold a million gallons of water to fill storage tanks at the proposed Casino at a value of approximately 40,000.00. Mr. May feels the Tribe is benefitting from the sale and should be responsible for the increased traffic impact on county roads that will result from the multiple trips from the staging area at Howard Park. Mr. May feels it should not be the burden of taxpayers. In addition he expressed concern over the recent resignation of Mr. Greg Gillott as Counsel to Jackson Valley Fire Protection District.

**Congressman McClintock's Office:** Mr. Matt Reed, representing Congressman McClintock's Office, took this time to inform the Board and those present that he will be in Conference Room D at the County Administration Center today from 10:00-11:00 a.m. conducting "Office Hours". He advised he will be available to citizens needing assistance with issues relating, but not limited to Department of Veteran's Affairs, Social Security, Medicare, or other federal agencies.

**Fire Service Recognition:** Mr. Oral Custer, District II resident, addressed the Board and spoke briefly about the fires experienced in California this past season. He encouraged the Board to perhaps recognize firefighters, local and statewide in appreciation of their outstanding service.

**AGENDA:** Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

**ACTION:** Direction given pursuant to the following motion.

**MOTION:** It was moved by Supervisor Crew, seconded by Supervisor Axe, and unanimously carried to approve the agenda as presented.

**CONSENT AGENDA:** Items listed on the consent agenda (see attached) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s)

**ACTION #1:** Direction given pursuant to the following motion.

**MOTION #1:** It was moved by Supervisor Forster, seconded by Axe and carried to approve the Consent Agenda presented.

## **REGULAR AGENDA**

**River Pines:** Discussion and possible action relative to various issues within the River Pines Development.

Ms. Cathy Landgraf, River Pines resident, addressed the Board and expressed concern on behalf of several River Pines residents regarding the health and safety of residents as well as numerous code enforcement violations occurring in River Pines. She outlined the following as some of the major concerns:

- Garbage and trash being piled on various properties
- Narrow roadways that represent a hazard if evacuation or emergency vehicle access is needed.
- Roadways and driveways cluttered with brush, tree limbs etc.
- Inadequate drainage for the roadways
- Lack of road maintenance.
- Vehicles parked in roadways.
- Serious drug manufacturing and trafficking.

Mr. Mike Israel, Community Development Director, stated staff is currently working on and ordinance and regulations with the intent to enable administrative penalties to property owners and residents who are currently in violation or causing unnecessary health and safety concerns. He stated staff hopes the penalties that would be imposed will be a disincentive to property owners not complying with the ordinance.

Undersheriff Redman spoke briefly regarding drug enforcement in the area. He encouraged residents to contact the Sheriff's Office if suspicious activity is witnessed as since River Pines is in a remote area, it is not a continually patrolled destination. He advised he will look into the possibility of a satellite station being instituted in the area. He also mentioned that parking concerns should be addressed by the California Highway Patrol.

Ms. Nel Raymond, River Pines resident, addressed the Board and stated although she feels the current Code Enforcement Officer is doing a good job, the tools and manpower are not sufficient to enforce current ordinances. She also encouraged the Board to research the possibility of implementing mandatory garbage collection in River Pines. She also took the time to read into the record a letter from River Pines resident Tracy Roll who urged the Board to take appropriate steps to mitigate all of the issues mentioned by Ms. Landgraff and work on a viable ordinance to establish penalties as well as provide code enforcement with the staff and tools necessary to mitigate issues and follow up on enforcement ordinances

Discussion ensued with the following action being taken.

**ACTION: No action taken at this time.**

**Small Public Water Systems:** Discussion and possible action relative to Local Primary Delegation.

Mr. Mike Israel, Community Development Director, summarized the staff report relative to this matter which is hereby incorporated into these minutes as though set forth in full. He stated staff is seeking direction from the Board whether to continue implementation of the program and recruit staff or to initiate termination of the delegation agreement and leave the position vacant at this time.

Discussion ensued with the following action being taken.

**ACTION: Direction given to staff to research if the County can rejoin after relinquishment, and if so what conditions required, and bring back to a future meeting for further discussion and possible action.**

**General Services Administration:** Discussion and possible action relative to an update and status report of various projects.

Mr. Jon Hopkins, General Services Director, addressed the Board and reviewed the status of various existing projects and unanticipated work during the October 2018-December 2018 reporting period. It should be noted a complete list of these projects is incorporated into the Board packet for today's date.

**ACTION: Update only with the Board directing a written bi-monthly informal update should be adequate in the future, with a semi-annual report being provided to the Board in open session.**

**Complete Count California:** Discussion and possible action relative to opting in or out of funding for the Complete Count California program and approval of a resolution of opting in if appropriate.

Mr. Chuck Iley, County Administrative Officer, addressed the Board and stated he has received correspondence from the State of California, Complete Count Program, inquiring as to if Amador County wishes to participate in an optional agreement to conduct outreach related to the California Compete Count 2020 Census. In summary he stated the California Legislature has appropriated \$90.3 million to fund activities related to the 2020 Census. The CCC, which is spearheading the state 2020 Census outreach strategy, is making \$26.5 million available to participating California counties to conduct outreach and assistance. He stated the intent of this project is to focus on people who are typically "undercounted", such as seniors, ethnic minorities or homeless individuals. He continued by stating what is being offered through this agreement if \$50,000.00 to accomplish a litany of tasks that must be completed in order to satisfy the terms of the contract. Mr. Iley stated staff has reviewed the agreement and the responsibilities associated with it and does not feel it can all be done between now and the completion of the Census in 2020. He noted if the County does opt to participate the Board should understand general fund monies

would need to be utilized to complete all of the tasks in a timely fashion. Mr. Iley stated staff is not recommending moving forward with this agreement, but it is ultimately a Board decision.

Discussion ensued with the following action being taken.

**ACTION:** Direction given pursuant to the following motion.

**MOTION:** It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried to opt-out of participating in the Complete County California Program.

**Sheriff's Office:** Discussion and possible action relative to adoption of a Resolution for CalPERS Annuitant 180-day wait period exception G.C. section 7522.56 and 21224.

Undersheriff Gary Redman summarized this matter for the Board. He stated he is requesting an exception to the the 180 day wait period outlined in G.C. section 7522.56 as staffing levels have fallen below acceptable and reasonable levels within the Amador County Sheriff's Office dispatch center and can only be filled by persons with highly specialized skills. He stated with Board approval he is requesting Ms. Holly Durrett be appointed as an extra help retired annuitant to perform the duties of Public Safety Dispatcher/EMD for the Amador County Sheriff's Officer under Government Code section 21224, effective February 1, 2019.

Discussion ensued with the following action being taken.

**ACTION:** Direction given pursuant to the following motion.

**MOTION:** It was moved by Supervisor Forster, seconded by Supervisor Crew and unanimously carried to adopt the following resolution for a 180-Day Wait Period Exception G. C. sections 7522.56 & 21224.

**RESOLUTION NO. 19-009**

Resolution for 180-Day Wait Period Exception G. C. sections 7522.56 & 21224.

**Waste Management:** Discussion and possible action relative to a resolution of support for a Statewide Commission on Recycling Markets.

Mr. Jim McHargue, Director of Solid Waste/Air Pollution Control Officer, addressed the Board and stated the proposed resolution is relative to what is known as the "National Sword" and will ultimately close off Chinese and Asian markets to California's scrap imports completely by 2020. He stated China initially stopped accepting all recycling commodities. They are now accepting some but have a very strict contamination limit. Typically recycling from the United States can have as much as 20% contamination, currently only .5% is accepted. Mr. McHargue stated this has really impacted the global recycling commodities market. He noted he feels the proposed resolution is a good initial approach to a difficult situation as something needs to be done as we now have a direct conflict between where we can send recycling and what the state is

requiring us to do. He continued by recommending contacting Rural County Representatives of California (RCRC) and Environmental Services Joint Powers Authority (ESJPA) staff that have been working on this issue and can provide valuable insight and recommended language to be included in the resolution. He stated he feels language needs to be included to address funding to assist with infrastructure and meeting mandates being imposed on local governments as well as streamlining the extremely difficult permitting process for recycling facilities.

**ACTION:** Direction given pursuant to the following motion.

**MOTION:** It was moved by Supervisor Axe, seconded by Supervisor Brown and unanimously carried to authorize Supervisor Forster to work with Mr. Jim McHargue to develop additional language to be included in the resolution that will encourage the Governor to facilitate recycling of waste material and urge inclusion of funding for infrastructure and streamlining the permitting process; and bring back to the Board for adoption at a future meeting.

**Minutes:** Review and possible approval of the January 8, 2019 Board of Supervisors Meeting Minutes.

**ACTION:** Direction given pursuant to the following motion.

**MOTION:** It was moved by Supervisor Forster seconded by Supervisor Axe and unanimously carried to approve the January 8, 2019 Board of Supervisors Meeting Minutes with minor corrections.

**ADJOURNMENT:** Until Tuesday, February 12, 2019, at 8:30 a.m.

**January 22, 2019 CONSENT MINUTES:**

- 6.a. Auditor: Approved Budget Increase using Asset Forfeiture Trust funds for Sheriff.
- 6.b. Surveying: Adopted Resolution issuing Six Compliance Certificates for Robert E. Hutchison, Trustee of the Robert E. Hutchison and Kathleen E. Hutchison Family Trust-2008. The property is located on the northerly side of Fiddletown Road, north of the junction with Burnt Wheel Farm Road, in the Fiddletown area.
- 6.c. Building Department: Adopted Resolution and authorized the Chairman to sign Agreement to Limit Use of Agricultural Structure for Lyndell & Nancy Sanford.
- 6.d. Building Department: Adopted Resolution and authorized the Chairperson to sign Agreement for a Limited Density Owner-Built Rural Dwelling / LD01023 BURT
- 6.e. Building Department: Adopted Resolution and authorize the Chairman to sign Agreement for a Limited Density Owner-Built Rural Dwelling / LD01008 PATE
- 6.f. Ag Department: Authorized the Board Chair to sign Agreement with CA Department of Food and Agriculture for reimbursement of the Bee Safe Program.
- 6.g. Behavioral Health: Approved Agreement with AEGIS Treatment Centers, LLC to provide certified Opioid Treatment Program services to eligible Amador County clients.
- 6.h. Sheriff: Approved Agreement transferring ownership of Sheriff K9 Vero from the Amador County Sheriff's Office to Ryan Davis, upon Vero's retirement.
- 6.i. Sheriff: Approved Contract with Amador-Tuolumne Community Action Agency (ATCAA) for positive parenting and anger reduction skills for inmates of the Amador County Detention Facility.
- 6.j. Historic Cemeteries Board: Accepted Resignation of Michael Borunda and approved appointment of Brigette LaFauci to the subject Board for term of two years.
- 6.k. Planning Commission: Approved Appointment of Earl S. Curtis to the subject commission as the representative for District III.
- 6.l. General Services Administration: Approved Award of RFQ 18-17 to Indoor Environmental Services (IES) for Energy Solutions and Authorized the GSA Director, Energy Committee, and County Counsel to negotiate final terms and conditions and develop future contracts based upon guaranteed energy saving projects approved by the Board of Supervisors.
- 6.m. Public Works: Approved project plans and specifications Request to advertise ITB 18-25 Emergency Culvert Replacement Project on Jackson Valley Road P.M. 2.0 with Bids to be received on February 28, 2019.
- 6.n. Social Services: Authorized to Back-fill one Eligibility Worker I/II position to replace an employee who has resigned effective March 8, 2019. This is a Merit System position and their standards and guidelines must be followed.



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Brian Oneto, Chairman, Board of Supervisors

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

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**DRAFT**

**Staff Contacts: Chuck Iley, County Administrative Officer  
Jennifer Burns, Clerk of the Board  
Sharon Murphy, Deputy Board Clerk III  
810 Court Street, Jackson, California 95642  
Telephone (209) 223-6470  
FAX# (209) 257-0619  
[www.amadorgov.org](http://www.amadorgov.org)**

# Board of Supervisors Agenda Item Report

Submitting Department: Treasurer-Tax Collector

Meeting Date: February 12, 2019

## **SUBJECT**

Treasurer/Tax Collector: Budget Transfer Request of \$1,200.00 for the replacement purchase of electronic equipment.

## **Recommendation:**

Approve Budget Transfer

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Treasurer; Auditor; Budget Director

## **ATTACHMENTS**

- [Treasurer Budget Transfer Request.pdf](#)



# Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: February 12, 2019

## **SUBJECT**

Assessor: Secured Roll Correction - approval of roll correction value being decreased over \$150,000.

## **Recommendation:**

Approve

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Assessor, Auditor

## **ATTACHMENTS**

- [040-030-107-000.pdf](#)



# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Board of Supervisors: Resolution declaring a Local State of Emergency in Amador County due to Pervasive Tree Mortality. (Original resolution adopted on February 23, 2016 and updated on September 13, 2016, February 28, 2017 and January 9, 2018.)

## **Recommendation:**

Adopt Resolution

## **4/5 vote required:**

No

## **Distribution Instructions:**

File

## **ATTACHMENTS**

- [LocalEmergency Tree Mortality resol.doc](#)

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

IN THE MATTER OF:

RESOLUTION DECLARING LOCAL STATE  
OF EMERGENCY IN AMADOR COUNTY  
DUE TO PERVASIVE TREE MORTALITY

RESOLUTION NO. 19-xxx

WHEREAS, On October 20, 2015, Governor Brown of the State of California, issued an Executive Order related to unprecedented tree mortality due to drought conditions, directed state agencies to begin collaborating and partnering with local government to take action to remove dead and dying trees threatening public safety and infrastructure and approved California Disaster Assistance Act funding to assist in these efforts; and

WHEREAS, California Government Code Section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of extreme peril to the safety of persons and property and are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, On January 17, 2014, Governor Brown proclaimed a Drought State of Emergency as the State is experiencing the most severe drought in history with four years of below average rain and snow; and

WHEREAS, On December 14, 2015, California Department of Forestry and Fire Protection issued a news release stating “even with recent rains it will likely take years to slow down the massive tree mortality and bark beetle infestation”; and

WHEREAS, The latest aerial survey estimated that over 129 million trees have died across California as a result of the drought and the effects of bark beetle infestation, up from 3.3 million in 2014; and

WHEREAS, Tree mortality from bark beetle infestation and drought has accelerated over the past few years in Amador County; and

WHEREAS, On July 31, 2015, Governor Brown proclaimed a State of emergency due to a series of wildfires statewide citing drought conditions which have increased the State’s risk of wildfires and caused millions of trees to die; and

WHEREAS, Beginning on September 9, 2015 the Butte Fire in Amador and Calaveras County destroyed 921 structures including; 549 homes, 368 outbuildings, and 4 commercial properties, caused power loss to thousands of homes and business, and thousands of families to evacuate their homes, all resulting in part from dead and dying trees caused by drought conditions; and

WHEREAS, Unless the risks posed by dead, dying and diseased trees are immediately abated, there will remain a significantly increased risk to life and property, and interruption of essential services; and

WHEREAS, The magnitude of the Butte Fire tree mortality and the pervasive tree mortality in other parts of the County represents a threat that is beyond the capacity of the County (public and private)

services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

THEREFORE, BE IT HEREBY RESOLVED that the Amador County Board of Supervisors do hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency in Amador County and imminent threat of disaster as the result of tree mortality.

BE IT FURTHER RESOLVED that the Amador County Board of Supervisors does hereby establish a tree mortality taskforce and charge it to develop a risk abatement plan, coordinate agency, organization and citizen efforts, seek funding, resolve barriers, and maximize County resources.

BE IT FURTHER RESOLVED that the County of Amador requests the State of California include Amador County in the list of Priority Counties within the California Tree Mortality Task Force.

BE IT FURTHER RESOLVED that the County of Amador requests the assistance of the State of California in the coordination of resources to assist in the removal of dead and dying trees due to drought and bark beetle infestation.

BE IT FURTHER RESOLVED that the County of Amador requests the state of California to waive or expedite regulations, permits and permit fees that may hinder response and recovery efforts, make available assistance under the California Disaster Assistance Act or any other state funding, and to expedite access to federal resources and any other appropriate federal disaster relief programs.

BE IT FURTHER RESOLVED that said local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of Amador, State of California.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 8<sup>th</sup> day of January 2019, by the following vote:

AYES: Brian Oneto, Patrick Crew, Richard M. Forster, Jeff Brown, Frank U. Axe

NOES: None

ABSENT: None

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Brian Oneto, Chairman, Board of Supervisors

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

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Deputy



# Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: February 12, 2019

## **SUBJECT**

Building Department: Resolution and Agreement to Build Limited Density Owner-Built Rural Dwelling / LD01024-DECKARD

## **Recommendation:**

Adopt the Resolution and authorize the Chairperson to sign the Agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Once the Agreement is signed, return to the Building Department with certified Resolution & Acknowledgment of the Chairperson's signature.

## **ATTACHMENTS**

- [Resolution-Deckard.docx](#)
- [Agree.Notarized-Deckard.pdf](#)
- [APN MAP-Dekcard.pdf](#)

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
BUILDING DEPARTMENT

---

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF )  
AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER- ) RESOLUTION NO. 19-xxx  
BUILT RURAL DWELLING – DIRK R. DECKARD AND )  
JACQUELINE K. DECKARD )

WHEREAS, Dirk R. Deckard and Jacqueline K. Deckard (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on their property; and

WHEREAS, Owner has applied for a Limited Density Owner-Built Rural Dwelling Building Permit and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their February 12, 2019 meeting for Building Permit #LD01024; and

WHEREAS, Owner certifies that the Limited Density Owner-Built Rural Dwelling authorized pursuant to Article 8 of Title 25 of the California Code of Regulations is constructed according to the 1985 Uniform Building Code Cycle.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Build Rural Dwelling Agreement by and between the County of Amador and Dirk R. Deckard and Jacqueline K. Deckard on the terms and conditions contained therein as it relates to Building Permit #LD01024.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 12<sup>th</sup> day of February, 2019 by the following vote:

AYES:

NOES:

ABSENT:

---

Brian Oneto  
Chairperson, Board of Supervisors

ATTEST:

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

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

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 036-320-017-000  
Limited Density Rural Dwelling: LD01024

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## AGREEMENT

This Agreement is entered into as of February 12, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Dirk R. Deckard and Jacqueline K. Deckard, ("Owner").

## RECITALS

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

PARCEL 3A, THE SAME AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 1557, FOR PHYLLIS M. CASTLE, BEING PARCEL 3 IN BOOK 26 OF MAPS AND PLATS, PAGE 38, FILED FOR RECORD MAY 10, 1977 IN BOOK 28 OF MAPS AND PLATS, AT PAGE 19, RECORDS OF AMADOR COUNTY.

Owner desires to construct a Limited Density Owner-Built Rural Dwelling on the Property and has applied for a Limited Density Owner-Built Rural Dwelling Building Permit. This Limited Density Owner Built Rural Dwelling is constructed according to the 1985 Uniform Building Code Cycle.

B. Owner understands and agrees that the Limited Density Owner-Built Rural Dwelling can only be used as provided in Amador County Code Chapter 15.10 and that any violation of the conditions under which the Limited Density Owner-Built Rural Dwelling was granted may void the permit.

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

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

NOW, THEREFORE, the parties agree as follows:

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

2. Restriction on Use of Limited Density Owner-Built Rural Dwelling. The structure permitted under this section shall be owner-built, owner-occupied and used only for single family residential purposes. The sale, lease, renting or employee occupancy of owner-built structures within three years of a Certificate of Occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease or renting.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that the structure permitted as a Limited Density Owner-Built Rural Dwelling, shall be constructed in compliance with Chapter 15.10 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner acknowledges that if the Limited Density Owner-Built Rural Dwelling permit becomes void or expired, Owner shall be required to remove the structure or fully permit the structure and pay all fees then in effect.

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

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

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code by the County.

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

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

COUNTY:

OWNER: Dirk R. Deckard and Jacqueline K. Deckard

BY: \_\_\_\_\_  
Brian Oneto  
Chairperson, Board of Supervisors

BY:   
DIRK R. DECKARD

BY:   
JACQUELINE K. DECKARD

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

## ACKNOWLEDGMENT

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

County of Amador )

On January 28, 2019 before me, Breanna Christine House, Notary  
(insert name and title of the officer)

personally appeared Dirk R. Deckard and Jacqueline K. Deckard,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) 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.

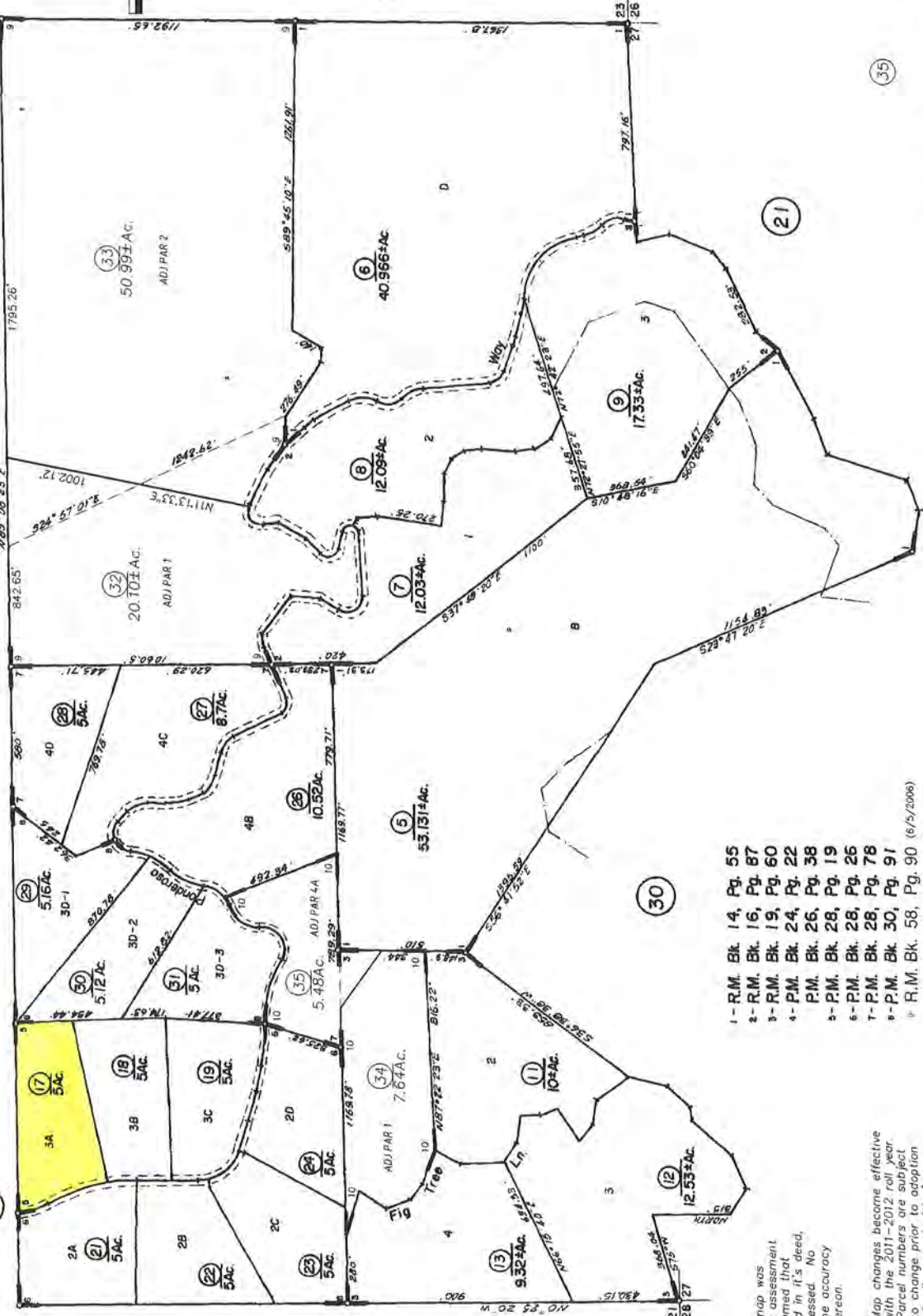
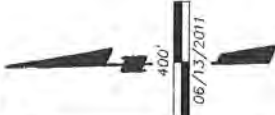
WITNESS my hand and official seal.

Signature  (Seal)



6

39



32

IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.

Map changes become effective with the 2011-2012 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

- 1- R.M. Bk. 14, Pg. 55
- 2- R.M. Bk. 16, Pg. 87
- 3- R.M. Bk. 19, Pg. 60
- 4- P.M. Bk. 24, Pg. 22
- 5- P.M. Bk. 26, Pg. 38
- 6- P.M. Bk. 28, Pg. 19
- 7- P.M. Bk. 28, Pg. 26
- 8- P.M. Bk. 28, Pg. 78
- 9- P.M. Bk. 30, Pg. 91
- 10- R.M. Bk. 58, Pg. 90 (6/5/2006)
- 11- R.M. Bk. 62, Pg. 81 (6/13/2011)

35

Assessor's Map Bk. 36, Pg. 32  
County of Amador, Calif.

L-D01024  
DECKARD  
D36-320-017  
10380 PONDEROSA WAY  
PINE GROVE

# Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: February 12, 2019

## **SUBJECT**

Planning: Review and approval of amended Williamson Act contracts to accommodate a Boundary Line Adjustment (Amended contracts #25 and #96) transferring 108+/- acres of APN 008-010-008 from the GEORGE E. GREILICH TRUST AND ELEANOR M. GREILICH 2011 TRUST (CONTRACT #25) to DAVID & MELONE WEINER (CONTRACT #96).

## **Recommendation:**

- (1) Find the proposed 362-acre and 634-acre preserves meet the requirements of County Code Section 19.24.036 D2;
- (2) Adopt a Resolution authorizing the recording of amended California Land Conservation Act contract #25 and authorizing the Chair of the Board of Supervisors to sign the Resolution and contracts.
- (3) Adopt a Resolution authorizing the recording of amended California Land Conservation Act contract #96 and authorizing the Chair of the Board of Supervisors to sign the Resolution and contract.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Planning, Assessor

## **ATTACHMENTS**

- [Staff\\_Report\\_BOS.02-12-19.Greilich-Weiner\\_Contracts\\_25\\_\\_96.docx](#)
- [RESOLUTION.Contracts 25 & 96.docx](#)



**STAFF REPORT TO: AMADOR COUNTY BOARD OF SUPERVISORS**  
**FOR MEETING OF: FEBRUARY 12, 2019**

**REVIEW OF AMENDED WILLIAMSON ACT CONTRACTS TO ACCOMMODATE A BOUNDARY LINE ADJUSTMENT TRANSFERRING 108+/- ACRES OF APN 008-010-008 FROM THE GEORGE E. GREILICH TRUST AND ELEANOR M. GREILICH 2011 TRUST (CONTRACT #25) TO DAVID & MELONE WEINER (CONTRACT #96).**

**Applicants:** The George E. Greilich Trust, The Eleanor M. Greilich 2011 Trust, and David & Melode Weiner

**Supervisory District:** 5

**Location:** On the north and south sides of Old Sacramento Road, approximately one-half mile east of Greilich Road (APNs 008-010-008)

**BACKGROUND:** The applicants are requesting to adjust 108+/- acres of APN 008-010-008 from Williamson Act contract #25 to Williamson Act contract #96. Upon completion, contract #25 will include 362+/- acres and contract #96 will include 634+/- acres. There is no net change in the amount of land included in the County's Williamson Act program as a result of the Boundary Line Adjustment.

In order to for the adjusted preserves to maintain their qualification for Williamson Act contracts, the preserves must meet the requirements for agricultural preserves 160 acres or larger (County Code Section 19.24.036 D2) by having the potential ability to produce an annual income from agriculture of not less than \$6,036, **OR** have permanent agricultural improvements thereon with a value of not less than \$30,180.

**COMMITTEE ACTION:** On January 30, 2018, the Agricultural Advisory Committee found that the amended agricultural preserves exceeded the minimum requirements for preserves over 160 acres, and recommended approval of the contract amendments to the Board of Supervisors.

**REQUESTED BOARD OF SUPERVISORS ACTIONS:** If the Board moves to approve the request to create separate agricultural contracts for APNs 014-160-001 and 014-160-024, the following findings are recommended for adoption:

- (1) Find the proposed 362-acre and 634-acre preserves meet the requirements of County Code Section 19.24.036 D2;
- (2) Adopt a Resolution authorizing the recording of amended California Land Conservation Act contract #25 and authorizing the Chair of the Board of Supervisors to sign the Resolution and contracts.
- (3) Adopt a Resolution authorizing the recording of amended California Land Conservation Act contract #96 and authorizing the Chair of the Board of Supervisors to sign the Resolution and contract.

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
PLANNING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING THE RECISION OF A PORTION OF  
CALIFORNIA LAND CONSERVATION ACT CONTRACT #25 AND  
SIMULTANEOUS REENTRY INTO CALIFORNIA LAND  
CONSERVATION ACT CONTRACT #96 PURSUANT TO A  
BOUNDARY LINE ADJUSTMENT BETWEEN THE GEORGE  
E. GREILICH TRUST, THE ELEANOR M. GREILICH 2011 TRUST,  
AND DAVID & MELODE WEINER

RESOLUTION NO. XXXX

WHEREAS, a Record of Survey for Boundary Line Adjustment Application #2019-001 has been submitted for The George E. Greilich Trust, The Eleanor M. Greilich 2011 Trust, and David & Melode Weiner; and

WHEREAS, both the County and Owner intend this contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purpose of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby adopt this Resolution approving amended California Land Conservation Contracts #25 and #96 by removing the property described in Exhibit A from contract #25 and simultaneously reentering said property into contract #96.

BE IT FURTHER RESOLVED that the Chair of the Board of Supervisors is hereby authorized to sign and execute said Resolution and Contracts 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 February, 2019, by the following vote:

- AYES:
- NOES:
- ABSENT:

---

Brian Oneto, Chair, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of  
The Board of Supervisors,

Amador County, California

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR GREILICH TRUST**

**Area North of Old Sacramento Road**

All that certain real property situated in the County of Amador, State of California, described as follows:

A parcel of land situated in the County of Amador, State of California, and being the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  (S  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ) of Section 5, and all that portion of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  (N  $\frac{1}{2}$  of NE  $\frac{1}{4}$ ) of Section 8, Township 7 North, Range 10 East, Mount Diablo Meridian, lying North of Old Sacramento Road.

# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: February 12, 2019

## **SUBJECT**

Public Works: Bunker Hill Road Bridge Replacement Project Resolution of Acceptance for Vinciguerra Construction

## **Recommendation:**

Adopt resolution accepting the Bunker Hill Road Bridge Replacement Project as Complete.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Public Works

## **ATTACHMENTS**

- [2019-2-12\\_Bunker Hill Bridge Res of Acceptance.pdf](#)
- [Bunker Hill\\_16-05 Acceptance 2-12-19.doc](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jered Reinking, Public Works Director

**DATE:** February 6, 2019

**SUBJECT:** Bunker Hill Road Bridge Replacement Project  
Resolution of Acceptance  
Vinciguerra Construction

**CONTACT:** Jered Reinking, (223-6226)

### Overview

On July 13, 2017, Vinciguerra Construction was granted substantial completion for the entire work by the Consultant Resident Engineer. Although the construction work was considered complete at that time, no formal acceptance was processed through the Board of Supervisors thereafter. The construction contract also included a 745-day plant establishment period. This plant establishment period began on the day the Notice to Proceed was issued by the Consultant Resident Engineer, which was July 13, 2016. The plant establishment period ended on July 28, 2018, completing the prescribed 745-day period. The Consultant Resident Engineer reported no issues with the plant establishment upon inspection.

The attached resolution has been prepared to formally accept the work done by Vinciguerra Construction for the Bunker Hill Road Bridge Replacement Project as required by California Law.

### Requested Actions

1. Adopt resolution accepting the Bunker Hill Road Bridge Replacement Project as Complete.

### Fiscal Impact

Not applicable.

Attachments: Resolution

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE ) RESOLUTION NO. 19-XXX  
BUNKER HILL ROAD BRIDGE )  
REPLACEMENT PROJECT AS COMPLETE )

WHEREAS, the contractor has completed construction and installation of a replacement bridge over Rancheria Creek, road paving, metal railing, signing and striping, and plant establishment period in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by Vinciguerra Construction for the Bunker Hill Road Bridge Replacement Project as complete.

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 February 2019, by the following vote:

AYES: Brian Oneto, Richard M. Forster, Frank Axe, Patrick Crew, and Jeff Brown

NOES: None

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

ATTEST:

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

\_\_\_\_\_  
Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: February 12, 2019

## **SUBJECT**

Surveying: Resolution Issuing Certificates of Compliance to Christopher Fusano Trust and David and Rosanne Rathkamp Trust. The property is located on the westerly side of State Route 124, approximately 4,000 feet northerly of the junction with Tonzi Road, in the Drytown area. Assessor Parcel No.'s 008-330-013 and 008-330-014.

## **Recommendation:**

Adopt resolution.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Transmit 2 copies of the resolution, 1 set certified and compliance certificates (signed originals) w/descriptions to Surveying.

## **ATTACHMENTS**

- [Fusano Compliance Packet.pdf](#)






# SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 Court Street  
Jackson, CA 95642-2132  
Telephone: (209) 223-6371

January 16, 2019

TO: The Honorable Board of Supervisors

FROM: Steven A. Zanetta, County Surveyor 

SUBJECT: Christopher Fusano Trust & David and Rosanne Rathkamp Trust –  
Certificates of Compliance

Dear Board Members:

The subject agenda item is a request for approval of two (2) compliance certificates. The property is located on the westerly side of State Route 124, approximately 4,000 feet northerly of the junction with Tonzi Road, in the Drytown area. Assessor Parcel No.'s 08-330-013 and 08-330-014.

RECOMMENDATION:

Please adopt the resolution approving the Certificates of Compliance.

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 CHRISTOPHER G. FUSANO,  
TRUSTEE OF THE FUSANO FAMILY REVOCABLE  
TRUST DATED FEBRUARY 12, 1980, AND DAVID H.  
RATHKAMP AND ROSANNE C. RATHKAMP, TRUSTEES  
OF THE 1999 RATHKAMP FAMILY TRUST DATED  
DECEMBER 6, 1999

RESOLUTION NO. 19-xxx

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 two (2) certificates of compliance for Christopher G. Fusano, Trustee of the Fusano Family Revocable Trust dated February 12, 1980, and David H. Rathkamp and Rosanne C. Rathkamp, Trustees of the 1999 Rathkamp Family Trust dated December 6, 1999, 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 February 2019, by the following vote:

AYES: Brian Oneto, Patrick Crew, Richard M. Forster, Jeff Brown, Frank U. Axe  
NOES: None  
ABSENT: None

---

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

---

Deputy

Recording requested by:

**BOARD OF SUPERVISORS**

When recorded send to:

**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE**

**FOR CHRISTOPHER G. FUSANO, TRUSTEE OF THE FUSANO FAMILY REVOCABLE TRUST DATED FEBRUARY 12, 1980, AND DAVID H. RATHKAMP AND ROSANNE C. RATHKAMP, TRUSTEES OF THE 1999 RATHKAMP FAMILY TRUST DATED DECEMBER 6, 1999**

**APN 008-330-013 and 008-330-014**

**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")

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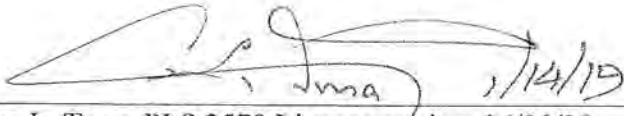
CHAIRMAN, BOARD OF SUPERVISORS

EXHIBIT "A"

LEGAL DESCRIPTION  
Compliance Parcel No. 1

Compliance Certificate 1-Patents-543

A parcel of land situated in the County of Amador, State of California, and being more particularly described as the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  (SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) of Section 33, Township 7 North, Range 10 East, Mount Diablo Meridian as described in Book 1 of Patents at Page 543, Amador County Records, and adjusted to the Westerly line of State Highway 124.

 1/14/19

Ciro L. Toma PLS 3570 License expires 06/30/20



**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 \_\_\_\_\_, 2019, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Brian Oneto** 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

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

---

**CERTIFICATE OF COMPLIANCE  
FOR CHRISTOPHER G. FUSANO, TRUSTEE OF THE FUSANO FAMILY REVOCABLE  
TRUST DATED FEBRUARY 12, 1980, AND DAVID H. RATHKAMP AND ROSANNE C.  
RATHKAMP, TRUSTEES OF THE 1999 RATHKAMP FAMILY TRUST DATED  
DECEMBER 6, 1999**

**APN 008-330-013 and 008-330-014  
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"

LEGAL DESCRIPTION  
Compliance Parcel No. 11

Compliance Certificate 1-Patents-544

A parcel of land situated in the County of Amador, State of California, and being more particularly described as the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  (NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) of Section 33, Township 7 North, Range 10 East, Mount Diablo Meridian as described in Book 1 of Patents at Page 544, Amador County Records, and adjusted to the Westerly line of State Highway 124.



Ciro L. Toma PLS 3570 License expires 06/30/20





**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            )

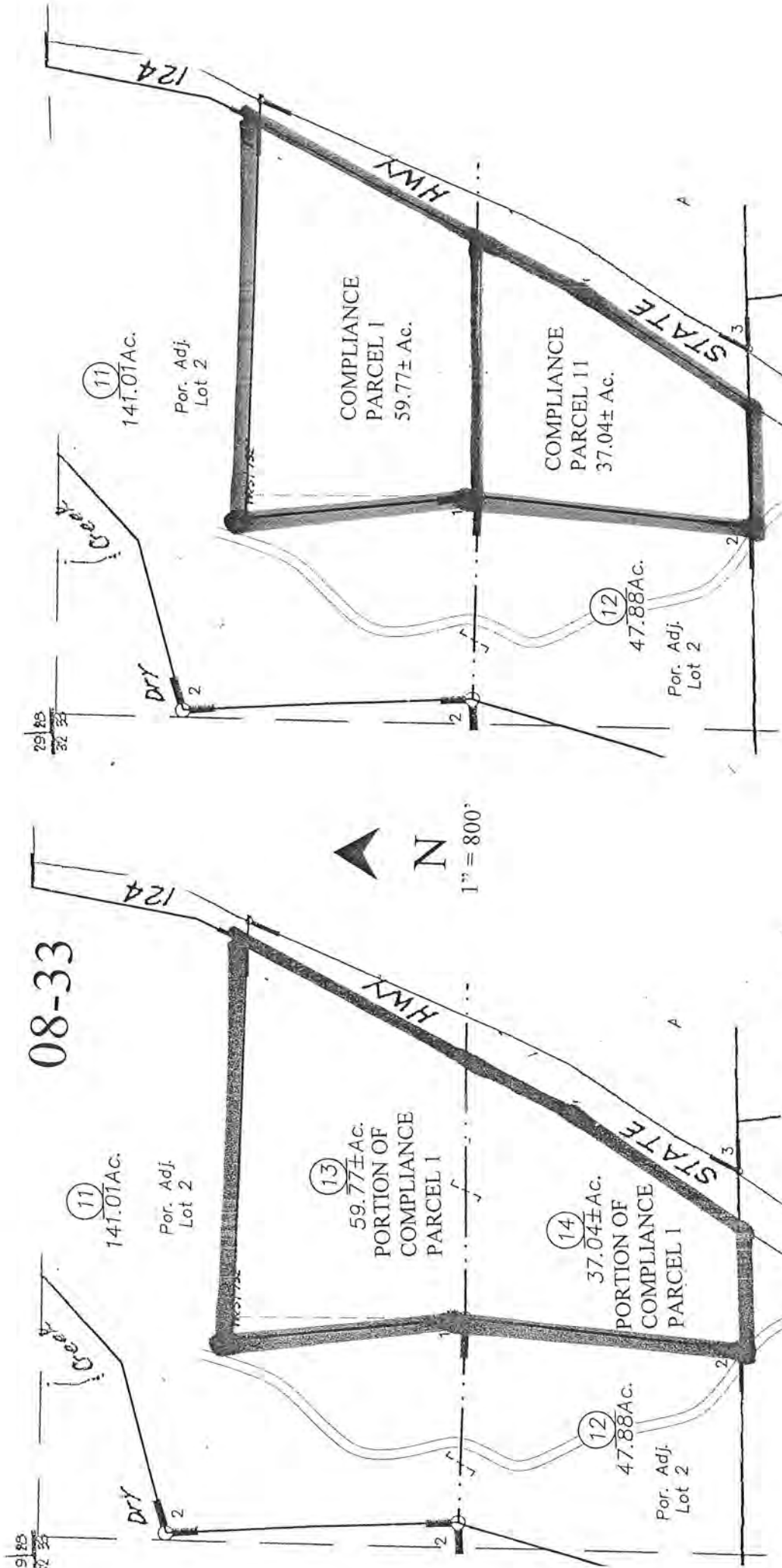
On \_\_\_\_\_, 2019, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Brian Oneto** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and 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

FUSANO / RATHKAMP COMPLIANCE CERTIFICATES  
(PORION OF CECCHETTINI COMPLIANCES VARIFICATIONS)



BEFORE

AFTER

# Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: February 12, 2019

## **SUBJECT**

Waste Management: Resolution on Current State of Global Recycling Markets and Need for Statewide Commission with Rural Representation

## **Recommendation:**

Approve resolution

## **4/5 vote required:**

No

## **Distribution Instructions:**

Waste Management and Recycling Department

## **ATTACHMENTS**

- [bos memo w reso recycling national sword 2.12.19.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**WASTE MANAGEMENT & RECYCLING**

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)


EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jim McHargue, Director of Solid Waste/Air Pollution Control Officer

**DATE:** February 12, 2019 

**SUBJECT:** Draft Resolution Regarding the Current State of Recycling Markets

At the January 22, 2019, meeting of the Amador County Board of Supervisors, the Board discussed a draft resolution from the California State Association of Counties (CSAC) regarding the current state of recycling markets and China's National Sword program. The Board directed Supervisor Forster to work with Jim McHargue to review and finalize a resolution for the Amador County Board to consider for adoption.

China's National Sword program was implemented in 2018 and stopped all imports of recycling commodities from the United States. China stated that due to the high levels of contamination found in the U.S. recycling, they no longer wanted our materials. China has since begun accepting limited amounts of recycling commodities from the U.S., however the quantities are sharply reduced and strict contamination limits are enforced.

CSAC drafted a resolution for local California jurisdictions to adopt and send to the State's leaders. Amador County staff shared the draft resolution with the Rural County Representatives of California (RCRC) Environmental Services Joint Powers Authority (ESJPA) for their input. After considering the ESJPA input, county staff has modified the draft resolution to meet the county's needs.

**RECOMMENDATION:**

Approve the attached resolution.

## **Draft Resolution in Support of a Statewide Commission on Recycling Markets**

WHEREAS, Counties are leaders and critical partners in California's leading sustainability efforts; and

WHEREAS, China recently enacted strict mixed paper and plastic contamination limits and import bans which are collectively referred to as National Sword; and

WHEREAS, China has declared their intent to ban all recyclable material imports by 2020; and

WHEREAS, Exporting recyclable materials to foreign markets is a key component of California's recycling infrastructure; and

WHEREAS, National Sword policy changes in China has led to the decline of other international markets for recyclables, and subsequent stockpiles of unsold materials at California solid waste and recycling facilities or paying to have recyclables processed rather than receive revenue which adversely impacts program funding; and

WHEREAS, California recycling policy relies on robust international markets to purchase and process the millions of tons of recyclable waste it produces each year; and

WHEREAS, California lacks sufficient recycling infrastructure in state, especially in rural areas, and attempts to site and permit new facilities or expand existing ones have been obstructed by overly burdensome regulatory hurdles; and

WHEREAS, Rural jurisdictions generate less recyclables than urban areas so collection programs are difficult and the cost to develop local recycling infrastructure is significantly less cost-effective requiring transportation of recyclable many miles away; and

WHEREAS, Rural jurisdictions have been disproportionately impacted by the decline in recycling markets for currently collected materials as well as the disproportional closure of beverage container recycling opportunities in rural areas that are still underserved; and

WHEREAS, Stockpiled paper and plastic materials in California's solid waste and recycling facilities is causing slowdowns in processing of other waste materials and is creating potential public health risks; and

WHEREAS, Local governments across California will soon have to comply with additional state regulations for organic waste diversion and processing. SB 1383 (Chapters 395, 2016) establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. Infrastructure required to implement these regulations is expected to cost billions; and

WHEREAS, The lack of markets for currently collected recyclables is impeding the efforts of jurisdictions to meet current and proposed state mandates for increased diversion; and

WHEREAS, These increased diversion requirements added to recent changes to international policies and a declining global market value for recyclables, has resulted in an issue of statewide concern for the resource recovery industry, local governments, and Californians; and now

THEREFORE BE IT RESOLVED, The County of Amador calls for the Governor to establish a statewide Commission to address these significant challenges to our recycling markets. The Commission should be comprised of state, local and industry representatives with the task of making recommendations for solutions to our declining markets for recyclable materials, while continuing to emphasize the need to divert materials from our landfills. The Commission should have a rural representative appointed by the Rural Counties' Environmental Services Joint Powers Authority (ESJPA). The ESJPA is a local governing body representing 24 rural counties and is specifically chartered to address rural solid waste issues. The Commission should examine potential solutions including, but not limited to, the development of international and domestic markets, updated compliance standards in this new economic environment, ways to increase source reduction, and any other means that will alleviate the growing public health and environmental crisis while still allowing California to meet its goals for a sustainable future.

# Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: February 12, 2019

## **SUBJECT**

Behavioral Health: Multi year Substance and Prevention Treatment Block Grant Amendment # 17-94120 A01 and Resolution

## **Recommendation:**

Approve Grant Amendment and Resolution.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Return certified signed Resoluion to Angie Grau in Behavioral Health

## **ATTACHMENTS**

- [Memo Substance Prevention Treatment Block Grant.pdf](#)
- [DHCS SUD Agreement Amendment Resolution.docx](#)
- [A01 STD 213A - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)
- [A01 Exhibit A Attachment I A1 - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)
- [A01 Exhibit B A1 - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)
- [A01 Exhibit B, Attachment I - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)
- [A01 Exhibit F A1 - SABG - FY 2017-2020 - Amador - 17-94120.pdf](#)

# BEHAVIORAL HEALTH DEPARTMENT

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10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •  
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors  
From: Melissa Cranfill, Behavioral Health Director *MC*  
Date: January 25, 2019  
RE: Multi-year Substance and Prevention Treatment Block Grant Contract Amendment 17-94120 between the Department of Health Care Services (DHCS) and Amador County for Fiscal Years 2017-2018 through 2019-2020.

**Background:**

The California Department of Health Care Services (DHCS) enter into this Contract by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) for the purpose of providing alcohol and other drug prevention, treatment and recovery support services.

**Key Issue:**

DHCS and Amador County enter into this Contract by authority of Title 45 of the Code of Federal Regulations Part 96, Substance Abuse Prevention and Treatment Block Grants (SABG) for the purpose of planning, carrying out, and evaluating SABG authorized activities to prevent and treat substance abuse. SABG recipients must adhere to Substance Abuse and Mental Health Services Administration (SAMHSA's) National Outcome Measures.

This amendment modifies the terms and conditions as outlined in the original contract and increased the budget year two.

**DHCS Instruction:**

The amendment to agreement must be approved by the County Board of Supervisors. A resolution by the Board of Supervisors, indicating contract approval and delegating signature authority to the signor. It is imperative that the individual signing the form 213 signature page, is the same person and title that appears on the Board of Supervisors resolution order.

**Recommendation/Request:**

Approve the Multi-year Substance and Prevention Treatment Block Grant contract amendment between Department of Health Care Services (DHCS) and Amador County Behavioral Health. Approve the Resolution with delegated signature authority to Melissa Cranfill, Amador County Behavioral Health Director.



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

IN THE MATTER OF:

RESOLUTION APPROVING STANDARD )  
AGREEMENT AMENDMENT (#17-94120 ) RESOLUTION NO. 19-XXX  
A01) WITH THE STATE OF CALIFORNIA )  
DEPARTMENT OF HEALTH CARE )  
SERVICES )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Standard Agreement Amendment by and between the County of Amador and the California Department of Health Care Services for the purpose of providing alcohol and other drug prevention, treatment and recovery support services for the term of the contract (July 1, 2017 through June 30, 2020).

BE IT FURTHER RESOLVED by said Board, delegating signature authority to Melissa Cranfill, Amador County Behavioral Health Director.

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 February, 2019 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Brian Oneto,  
Chairman, Board of Supervisors

ATTEST:

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

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213A\_DHCS (Rev. 03/18)

Check here if additional pages are added: 72 Page(s)

Agreement Number <b>17-94120</b>	Amendment Number <b>A01</b>
Registration Number:	

- This Agreement is entered into between the State Agency and Contractor named below:  
 State Agency's Name (Also known as DHCS, CDHS, DHS or the State)  
**Department of Health Care Services**  


---



 Contractor's Name (Also referred to as Contractor)  
**County of Amador**
- The term of this Agreement is: **July 1, 2017**  
 through **June 30, 2020**
- The maximum amount of this **\$ 1,410,279**  
 Agreement after this amendment is: **One Million, Four Hundred Ten Thousand, Two Hundred Seventy-Nine Dollars**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. The effective date of this amendment is the date approved by DHCS.
- II. **Purpose of amendment:** This amendment modifies the terms and conditions as outlined in the original contract and increases budget year 2.
- III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$18,426 and is amended to read: ~~\$1,391,853 (One Million, Three Hundred Ninety One Thousand, Eight Hundred Fifty Three Dollars)~~ **\$1,410,279 (One Million, Four Hundred Ten Thousand, Two Hundred Seventy-Nine Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <b>County of Amador</b>		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Louis D. Boitano, Vice Chairman of Board of Supervisors</b>		
Address <b>10877 Conductor Blvd., Ste. 300 Sutter Creek, CA 95685-9682</b>		
STATE OF CALIFORNIA		
Agency Name <b>Department of Health Care Services</b>		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Carrie Talbot, Chief, Contract Management Unit</b>		
Address <b>1000 G Street, 4<sup>th</sup> Floor, MS 4200, P.O. Box 997413, Sacramento, CA 95899-7413</b>		

Exempt per **W&I Code 14087.4**

- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment I A1 - Program Specifications (25 pages)

All references to Exhibit A, Attachment I - Program Specifications, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment I A1 - Program Specifications. Exhibit A, Attachment I - Program Specifications is hereby replaced in its entirety by the attached revised exhibit.

- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A1 - Budget Detail and Payment Provisions (13 pages)

All references to Exhibit B - Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B A1 - Budget Detail and Payment Provisions. Exhibit B - Budget Detail and Payment Provisions is hereby replaced in its entirety by the attached revised exhibit.

- VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B, Attachment I A1 – Funding Amounts (1 page)

All references to Exhibit B Attachment I - Funding Amounts, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B Attachment I A1 - Funding Amounts. Exhibit B Attachment I - Funding Amounts is hereby replaced in its entirety by the attached revised exhibit.

- VIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit F A1– Privacy and Informational Security Provisions (32 pages)

All references to Exhibit F – Privacy and Informational Security Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit F A1– Privacy and Informational Security Provisions. Exhibit F – Privacy and Informational Security Provisions is hereby replaced in its entirety by the attached revised exhibit.

- IX. All other terms and conditions shall remain the same.

**Exhibit A, Attachment I A1  
Program Specifications**

**Part I - Substance Use Disorder Prevention and Treatment Block Grant Services**

**Section 1 - Formation and Purpose**

A. Authority

1. This Exhibit A, Attachment I, Part I of the Contract is entered into by and between the Department of Health Care Services (DHCS) and the Contractor, under the authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC), and with the approval of Contractor's County Board of Supervisors (or designee), for the purpose of providing alcohol and drug services, and shall be reimbursed pursuant to Exhibit A, Attachment I. DHCS and the Contractor identified in the Standard Agreement are the sole parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

B. Federal Award Subrecipient

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Contract is a subaward of the federal award to DHCS.
2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SABG set forth in the Uniform Guidance 2 CFR Part 200, as codified by **the U.S. Department of Health and Human Services (HHS)** at 45 CFR Part 75.
3. As a subrecipient, the Contractor shall:
  - a) Maintain effective internal control over the SABG funds.
  - b) Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.
  - c) Evaluate and monitor its activities and the activities of all subcontractors for compliance with applicable statutes, regulations, and terms and conditions of the subaward.
  - d) Address any instances of noncompliance promptly, including noncompliance identified in audit findings.
4. The Contractor shall disclose, in writing to DHCS, any potential conflict of interest in accordance with ~~Health and Human Services'~~ (HHS') grant policy. (See, <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsqps107.pdf>).
5. The Contractor shall timely disclose, in writing to DHCS, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant. If the Contractor fails to make a required disclosure, DHCS may seek those remedies described in 45 CFR Section 75.371.
6. The Contractor shall have a single audit performed in accordance with the audit requirements set forth in 45 CFR Part 75, Subpart F.

**Exhibit A, Attachment I A1  
Program Specifications**

C. Control Requirements

1. Performance under the terms of this Exhibit A, Attachment I, Part I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the Contractor and its subcontractors for any failure to comply with these requirements:
  - a) HSC, Division 10.5, Part 2 commencing with Section 11760.
  - b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
  - c) Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
  - d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
  - e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.
  - f) Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
  - g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
  - h) Title 42, CFR, Sections 8.1 through 8.6.
  - i) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
  - j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
  - k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

2. The provisions of this Exhibit A, Attachment I, Part I, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

**Exhibit A, Attachment I A1  
Program Specifications**

4. Driving-Under-the-Influence Program Requirements (Documents 1C) contains additional requirements that shall be adhered to by the Contractor.
5. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to this Contract as Document 2F(b), incorporated by reference. The incorporation of any new Minimum Quality Drug Treatment Standards into this Contract shall not require a formal amendment.

**Section 2 – General Provisions**

**A. Restrictions on Salaries**

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/17Tables/exec/html/EX.aspx> [https://grants.nih.gov/grants/policy/salcap\\_summary.htm](https://grants.nih.gov/grants/policy/salcap_summary.htm). SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

**B. Primary Prevention**

1. The SABG regulation defines "Primary Prevention Programs" as those programs "directed at individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121), and "a comprehensive prevention program which includes a broad array of prevention strategies directed at individuals not identified to be in need of better treatment" (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The Contractor shall expend not less than its allocated amount of the SABG Primary Prevention Set-Aside funds on primary prevention as described in the SABG requirements (45 CFR 96.124).
2. Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework (SPF) in developing the plan as described at <http://www.samhsa.gov/capt/applying-strategic-prevention-framework>. DHCS will only approve SPP's that demonstrate that the Contractor utilized the SPF. Contractor shall:
  - a) Follow DHCS guidelines provided in the ~~SPP Guide (Document 1N, incorporated by~~

## Exhibit A, Attachment I A1 Program Specifications

reference) and the Strategic Prevention Plan **SPP** Workbook for Counties Utilizing **utilizing** the Strategic Prevention Framework **SPF** ([http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SPP\\_Workbook.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SPP_Workbook.pdf) Document 10, incorporated by reference).

- b) **Begin** Prepare ~~preparing~~ a new SPP by October 1 of the year prior to the expiration date of the current SPP.
  - c) Submit a timeline, no later than October 1 of the year prior to the expiration date of the current SPP, for approval to DHCS **Prevention Analyst** that includes proposed dates for submitting each section ~~chapter~~ of the SPP (outlined in the SPP Guide and the SPP Workbook).
  - d) Submit drafts of each SPP section **chapter** to DHCS **Prevention Analyst** for review and approval according to the approved timeline.
  - e) Submit a completed draft of the SPP to DHCS **Prevention Analyst** no later than May 31<sup>st</sup> that includes the previously approved section **chapters** for final review and approval.
  - f) Provide an electronic copy of the final SPP to DHCS **Prevention Analyst** within 10 business days of approval and input planning data from the approved SPP into the ~~prevention data collection service~~ **Primary Prevention Substance Use Disorder Data Service (PPSDS)** as requested **according to the PPSDS Data Quality Standards** ([http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS\\_Data\\_Quality\\_Standards.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf)).
3. ~~Contractor shall submit a Prevention Mid-Year Budget to DHCS by January 31 of each fiscal year. The budget shall forecast how the SABG Primary Prevention Set-Aside funds will be expended for the fiscal year.~~

### C. Friday Night Live

Contractors and subcontractors receiving SABG Friday Night Live (FNL) funding must:

1. Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>.
2. Use the prevention data collection and reporting service for all FNL reporting including profiles and chapter activity.
3. Follow the FNL Data Entry Instructions for the ~~prevention data collection and reporting service~~ **PPSDS** as provided by DHCS.
4. Meet the Member in Good Standing (MIGS) requirements, as determined by DHCS in conjunction with the California Friday Night Live Collaborative and the California Friday Night Live Partnership. Contractors that do not meet the MIGS requirements shall obtain technical assistance and training services from the California Friday Night Live Partnership

**Exhibit A, Attachment I A1  
Program Specifications**

and develop a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements for the next review.

D. ~~Perinatal Services Network~~**Practice** Guidelines

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal ~~Services Network~~**Practice** Guidelines. The Perinatal ~~Services Network~~**Practice** Guidelines 2016-17 **FY 2018-19** are attached to this Contract as Document 1G, incorporated by reference. The Contractor shall comply with the current version of these guidelines until new Perinatal ~~Services Network~~**Practice** Guidelines are established and adopted. The incorporation of any new Perinatal ~~Services Network~~**Practice** Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal ~~Services Network~~**Practice** Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

E. Funds identified in this Contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described in subchapter XVII of Chapter 6A of Title 42, the USC.

F. Room and Board for Transitional Housing, **Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment**

~~Contractor may use SABG discretionary funds to cover the cost of room and board of residents living in temporary, drug and alcohol-free, transitional housing if the resident is actively engaged in treatment for a medically necessary SUD provided to the resident off-site. Contractor shall develop guidelines for contracted housing providers and provide monitoring and oversight and fulfill all SABG reporting requirements. Contractors and subcontractors using SABG discretionary funds to cover the cost of room and board for transitional housing shall:~~

- ~~1. Facilitate the beneficiary's movement in recovery from a SUD to independent living and integration into post treatment return or re-entry into the community.~~
- ~~2. Require that all individuals in the transitional housing be engaged in SUD treatment, off-site, at all times during the individual's stay.~~
- ~~3. Ensure payment of room and board expenses for a residential stay be limited to short term (up to 24 months).~~
- ~~4. Ensure the transitional housing be secure, safe, and alcohol and drug free.~~

**1. Contractor may use SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), to cover the cost of room and board of residents in short term (up to 24 months) transitional housing and recovery residences. SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), may also be used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities. For specific guidelines on the use of SABG funds for room and board, please refer to the SABG Policy Manual.**



**Exhibit A, Attachment I A1  
Program Specifications**

**G. Restrictions on Use of SABG Funds to Pay for Services Reimbursable by Medi-Cal**

- 1. Contractor shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.**
- 2. The Contractor may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.**
- 3. If the Contractor utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the Contractor shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.**

**Section 3 - Performance Provisions**

**A. Monitoring**

1. Contractor's performance under this Exhibit A, Attachment I, Part I, shall be monitored by DHCS during the term of this Contract. Monitoring criteria shall include, but not be limited to:
  - a) Whether the quantity of work or services being performed conforms to Exhibit B.
  - b) Whether the Contractor has established and is monitoring appropriate quality standards.
  - c) Whether the Contractor is abiding by all the terms and requirements of this Contract.
  - d) Whether the Contractor is abiding by the terms of the Perinatal ~~Services Network~~ **Practice** Guidelines (Document 1G).
  - e) Whether the Contractor conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports ~~should~~ **shall** be sent by secure, encrypted e-mail to:

[SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov) or

Substance Use Disorder – Program, Policy, and Fiscal Division  
Performance ~~Management~~ **and Integrity** Branch  
Department of Health Care Services  
PO Box 997413, MS-2627  
Sacramento, CA 95899-7413

2. Failure to comply with the above provisions shall constitute grounds for DHCS to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract, or both.

**Exhibit A, Attachment I A1  
Program Specifications**

B. Performance Requirements

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
  - a) Lack of educational materials or other resources for the provision of services.
  - b) Geographic isolation and transportation needs of persons seeking services or remoteness of services.
  - c) Institutional, cultural, and/or ethnicity barriers.
  - d) Language differences.
  - e) Lack of service advocates.
  - f) Failure to survey or otherwise identify the barriers to service accessibility.
  - g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the "List of Exhibit A, Attachment I Documents incorporate by Reference for Fiscal Year 2017-18" which is attached to Exhibit A, Attachment I.
4. The funds described in Exhibit A, Attachment I shall be used exclusively for providing alcohol and/or drug program services.
5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or auditing reviews of the county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a Corrective Action Plan (CAP). The Contractor in coordination with its subcontracted provider shall submit a CAP to DHCS within the designated timeframe specified by DHCS. The CAP ~~should~~**shall** be sent by secure, encrypted e-mail to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov) or

Substance Use Disorder - Program, Policy, and Fiscal Division  
Performance Management ~~and Integrity~~ Branch  
Department of Health Care Services  
PO Box 997413, MS-2621  
Sacramento, CA 95899-7413

6. The CAP shall ~~include~~:
  - a) **Restate each** A-statement of the deficiency.
  - b) A ~~list~~ **all** of actions ~~steps~~ to be taken to correct ~~the~~**each** deficiency.

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- c) **Identify the** ~~A date~~ **by which each deficiency shall be** ~~of completion for each~~ deficiency corrected.
  - d) **Identify the individual who** ~~Who~~ will be responsible for correction and ongoing compliance.
7. DHCS will provide written approval of the CAP to the Contractor within 30 calendar days. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
8. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.
- C. Sub-recipient Pre-Award Risk Assessment

Contractor shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Contractor, ~~as the SABG first tier sub-recipient,~~ shall review the merit and risk associated with all potential ~~grant second tier sub-recipients~~ (subcontractors) annually prior to making an award. Contractor shall perform and document annual sub-recipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

**Section 4 - Investigations and Confidentiality of Administrative Actions**

- A. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

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**Part II – General**

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

F. Debarment and Suspension

Contractor shall not subcontract with **or employ** any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

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**If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).**

G. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

- a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

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4. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

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

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

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M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

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R. Perinatal ~~Services Network~~ **Practice** Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal ~~Services Network~~ **Practice** Guidelines. The Perinatal ~~Services Network~~ **Practice** Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal ~~Services Network~~ **Practice** Guidelines are established and adopted. The incorporation of any new Perinatal ~~Services Network~~ **Practice** Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal ~~Services Network~~ **Practice** Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.



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8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance,

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(c) language interpreter and translation services, and (d) video remote language interpreting services.

Y. Subcontract Provisions

Contractor shall include all of the foregoing Part II general provisions in all of its subcontracts.

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**Part III – Reporting Requirements**

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

**A. The Contractor shall complete the following:**

- 1. Quarterly Federal Financial Management Report (QFFMR)**
  - a) The Contractor shall submit the QFFMR Form 5089 located: [http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx). The Contractor shall submit the QFFMR describing the preceding quarter's SABG expenditure by March 1, June 1, September 1, and December 1 of each year.**
- 2. SABG Quarterly Ledger Detail**
  - a) The Contractor shall submit Form 5117 located: [http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx). This form shall serve as backup detail for the QFFMR. The Contractor shall submit Form 5117 by March 1, June 1, September 1, and December 1 of each year.**
- 3. Budget Plan Report**
  - a) The Contractor shall submit Form 5116 located: [http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx). This form shall set forth the budget for all funds from all sources that the Contractor intends to use to provide alcohol and other drug abuse services. The Contractor shall submit the form annually by May 15.**

~~Quarterly Federal Financial Management Report (QFFMR) – Quarterly Invoicing~~

~~Quarterly invoices serve as the Quarterly Federal Financial Management Report (QFFMR). The Contractor shall submit the QFFMR quarterly to reflect cumulative SABG expenditures.~~

~~For the beginning of each federal award year, the due dates are:~~

~~December 1—1<sup>st</sup> Quarterly Expenditures~~

~~March 1—1<sup>st</sup> and 2<sup>nd</sup> Quarterly Expenditures~~

~~June 1—1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Cumulative Expenditures~~

~~September 1—Total Fiscal Year Expenditures~~

**B. California Outcomes Measurement System for Treatment (CalOMS-Tx)**

The CalOMS-Tx business rules and requirements are:

1. Contractor shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

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2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with a vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from the new or modified system.
3. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.
6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls. Contractor staff responsible for CalOMS-Tx data entry must have sufficient knowledge of the CalOMS-Tx Data Quality Standards. ~~All~~ **All** new CalOMS-Tx users, whether employed by the Contractor or its subcontractors, shall participate in CalOMS-Tx trainings prior to inputting data into the system.
8. Contractor shall implement and maintain a system that complies with the CalOMS-Tx data collection system requirement for electronic submission of CalOMS-Tx data.
9. Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions and Exhibit F, Attachment I - Social Security Administration Agreement.

C. ~~Prevention Data Collection and Reporting Service~~ **Primary Prevention Substance Use Disorder Data Service**

The **Primary Prevention Substance Use Disorder Data Service (PPSDS)** ~~Collection and Reporting Service~~ business rules and requirements are:

1. Contractors and/or subcontractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, Contractor shall comply with the ~~Prevention~~ **PPSDS** Data Quality Standards (Document #1T [http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS\\_Data\\_Quality\\_Standards.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf) ).

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2. Contractor shall report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10<sup>th</sup> day of the following month.
  3. Contractor shall review all data input into the prevention data collection service on a quarterly basis. Contractor shall verify that the data meets the ~~Prevention~~ **PPSDS** Data Quality Standards. Certification is due by the last day of the month following the end of the quarter.
  - ~~4. Contractor shall report progress to DHCS on the goals and objectives in the County SPP (as described in Exhibit A, Attachment I, Part I, Section 2 (B) (2)) on an annual basis by September 30<sup>th</sup> of each fiscal year.~~
  - 4.** If Contractor cannot meet the established due dates, a written request for an extension shall be submitted to DHCS **Prevention Analyst** 10 calendar days prior to the due date **and must identify the proposed new due date. Note that extensions will only be granted due to system or service failure or other extraordinary circumstances.**
  - 5.** In order to ensure that all persons responsible for prevention data entry have sufficient knowledge of the ~~Prevention~~ **PPSDS** Data Quality Standards, all new users of the service, whether employed by the Contractor or its subcontractors, shall participate in ~~prevention data collection and reporting~~ **PPSDS** training prior to inputting any data.
- D. **System Failures and Contractor Obligations Regarding** CalOMS-Tx and **PPSDS** ~~Prevention Data Collection and Reporting~~ **Requirements** ~~General Information~~
1. If the Contractor experiences system or service failure or other extraordinary circumstances **of CalOMS Tx** that affects its ability to timely submit **timely** CalOMS-Tx and/or prevention data, and/or meet other CalOMS-Tx and/or prevention data compliance requirements, Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS by e-mail at: [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov), before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before SABG payments are withheld.
  2. **If the Contractor is unable to submit CalOMS Tx data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted prior to the data submission deadline at: [SUDCalomssupport@dhcs.ca.gov](mailto:SUDCalomssupport@dhcs.ca.gov). The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before SABG payments are withheld.**
  3. **If the Contractor experiences system or service failure or other extraordinary circumstances of PPSDS that affects its ability to submit timely PPSDS data, Contractor shall report the problem to the PPSDS Help Desk at (916) 552-8933 or [PrimaryPvSUDData@dhcs.ca.gov](mailto:PrimaryPvSUDData@dhcs.ca.gov).**
  4. **If the Contractor is unable to submit PPSDS data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted to the assigned DHCS Prevention Analyst prior to the data submission deadline and must identify the**

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**proposed new due date.**

5. If DHCS experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.
6. Contractor shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.
7. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

- 1.** The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.

~~In those instances, where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by DHCS.~~

- 2.** **The Contractor shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity, report this information to [DHCSOWPS@dhcs.ca.gov](mailto:DHCSOWPS@dhcs.ca.gov) within seven days of reaching capacity.**

- 3.** The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to DHCS by the 10<sup>th</sup> of the month following the report activity month.

- 4.** The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.

- 5.** If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing by secure, encrypted e-mail to: DHCS ~~by e-mail at:~~ [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov) before the established data submission deadlines. The written notice shall include a ~~corrective action plan~~ **CAP** that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before SABG payments are withheld pursuant to 45 CFR Section 75.371 and HSC Section 11817.8. (See Exhibit B, Part II, Section (2)(A)(6)).

- 6.** If DHCS experiences system or service failure, no penalties will be assessed to Contractor

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for late data submission.

- 7.** The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

**F. Charitable Choice**

Contractor shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. The Contractor shall annually submit this information to DHCS' Program Support and Grants Management Branch by e-mail at [DHCSUDCharitableChoice@dhcs.ca.gov](mailto:DHCSUDCharitableChoice@dhcs.ca.gov) by October 1<sup>st</sup>. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

**G. Master Provider File (MPF) Documentation Requirements ~~Subcontractor Documentation~~**

~~Contractor shall require its subcontractors that are not licensed or certified by DHCS to complete and submit non drug Medi-Cal organizational forms within 30 days of the execution of an initial subcontract, within 90 days of the renewal or continuation of an existing subcontract or when there has been a change in subcontractor name or ownership. Non Drug Medi-Cal Organizational forms shall be submitted through~~

~~<http://www.dhcs.ca.gov/provgovpart/Pages/Master-Provider-File-Database-Resources.aspx>.~~

~~Organizational documents shall include the subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), business licenses, fictitious name permits, and such other information and documentation as may be requested by DHCS.~~

**The Department shall generate a County MPF Report for the Contractor on the last day of each month and shall send the report to the Contractor. The Contractor shall review the County MPF Report and confirm whether the information, including the contract status and identification information for each provider listed in the County MPF Report, is accurate and up to date.**

**If any information contained in the County MPF Report is inaccurate or has changed, Contractor shall send a written notification to the MPF mailbox at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of the Department's issuance of the County MPF report. If a Non-DMC provider's information is not accurate or has changed, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of the Department's issuance of the County MPF report. If the contract status has changed for either a DMC or Non-DMC provider, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of the Department's issuance of the County MPF report. Specific types of changes and/or inaccuracies include, but are not limited to, a change in an existing provider's contract status with the County, a change in scope of services, remodeling of the provider's facility, relocation or facility expansion, or closing of a facility site.**

**When establishing a new subcontractor relationship, the Contractor shall submit the "New Provider Information Form (Non-DMC) Form" to request a new record be created in the MPF database to identify the new subcontractor. A new CalOMS Data Reporting Number (DRN) will be assigned to the facility. The Contractor's obligation to review the**

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**accuracy of the records of their sub-contracted provider(s) extends to all county and out-of-county SUD providers, regardless of the funding source or DHCS licensing and/or certification status.**

**All SUD Provider Information forms can be requested from the MPF Team through the electronic mail address: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov)**

H. Failure to meet required reporting requirements shall result in:

1. ~~DHCS will issue a~~**A** Notice of Deficiency (Deficiencies) **issued** to Contractor regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to the DHCS within 30 days.
2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS shall withhold funds until all data is submitted. DHCS shall inform the Contractor when funds will be withheld.



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**Part IV – Definitions**

**Section 1 - General Definitions**

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

- A.** **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B.** **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.
- C.** **"Corrective Action Plan (CAP)"** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D.** **"County"** means the county in which the Contractor physically provides covered substance use treatment services.
- E.** **"Days"** means calendar days, unless otherwise specified.
- F.** **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide SABG services to persons eligible for Contractor's services.
- G.** ~~**"First-Tier Sub-recipient"** means the "Contractor" identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs funded by the SABG.~~
- G.** **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by DHCS for the current fiscal year.
- H.** **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by DHCS. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
- I.** **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.
- J.** **"Key points of contact"** means common points of access to substance use treatment services from the county, including but not limited to the county's beneficiary problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.
- K.** **"Maximum Payable"** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I.

**Exhibit A, Attachment I A1  
Program Specifications**

- L.** **"Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.
- M.** **"SABG Amount"** means the contracted amount of SABG funds for services agreed to by DHCS and the Contractor.
- N.** **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use disorder services hereunder.
- O.** **"Preliminary Settlement"** means the settlement of only SABG funding for counties that do include DMC funding.
- P.** **"Revenue"** means Contractor's income from sources other than DHCS allocation.
- Q.** **"Room and board" means payment of the cost of the lodging (or a room) and food.**
- R.** ~~**"Second-Tier Subrecipient"** means an entity that has entered into an agreement with the Contractor to be a provider of substance use disorder services funded by the SABG.~~
- R.** **"Service Area"** means the geographical area under Contractor's jurisdiction.
- S.** **"Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".
- T.** **"State"** means the Department of Health Care Services or DHCS.
- U.** **"Sub-recipient Pre-Award Risk Assessment"** means the Contractor's responsibility to review the merit and risk associated with all potential grant recipients prior to making an award as described in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance.
- V.** **"Utilization"** means the total actual units of service used by clients and participants further defined as the count of persons with initial admissions and subsequent admission(s) to an episode of care.

**Exhibit A, Attachment I A1  
Program Specifications**

**DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix - County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal ~~Services Network~~**Practice** Guidelines 2016-17**FY 2018-19**

<http://www.dhcs.ca.gov/services/adp/Documents/psng%20FY%202016-17.pdf>  
[https://www.dhcs.ca.gov/individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)

Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

~~Document 1N: Guide to Writing a Strategic Prevention Plan~~

~~Document 1O: Strategic Prevention Plan Workbook for Counties~~

Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017)

[http://www.dhcs.ca.gov/Documents/DHCS\\_AOD\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf)

~~Document 1T : CalOMS Prevention Data Quality Standards~~

Document 1V: Youth Treatment Guidelines

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

Document 2F(b): Minimum Quality Drug Treatment Standards for SABG

**Exhibit A, Attachment I A1  
Program Specifications**

- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 3G: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 4 - Narcotic Treatment Programs  
<http://www.calregs.com> <https://govt.westlaw.com/calregs/Search/Index>
- Document 3H: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 8 - Certification of Alcohol and Other Drug Counselors  
<http://www.calregs.com> <https://govt.westlaw.com/calregs/Search/Index>
- Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS Tx Data Collection Guide JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)
- ~~Document 3O: Quarterly Federal Financial Management Report (QFFMR)  
[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)~~
- Document 3S: CalOMS Treatment Data Compliance Standards  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_data\\_compliance%20standards%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_compliance%20standards%202014.pdf)
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
- Document 3T(a): SAPT Authorized and Restricted Expenditures Information (April 2017)
- Document 3V : Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
- Document 5A : Confidentiality Agreement

**Exhibit B A1**  
Budget Detail and Payment Provisions

**Part I – General Fiscal Provisions**

**Section 1 – General Fiscal Provisions**

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

C. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. If so, DHCS may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

D. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

If the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Contract with no liability occurring to DHCS, or offer an amended agreement to Contractor to reflect the reduced amount.

E. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review, audit, and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Contract to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may

**Exhibit B A1**  
Budget Detail and Payment Provisions

be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to HSC Code 11817.8(e).

F. Maintenance of Effort for the Substance Abuse Prevention and Treatment Block Grant

1. Notwithstanding any other provision in this Contract, the Director of DHCS may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has a reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of Federal Substance Abuse Prevention and Treatment Block Grant (SABG) funds (42 United States Code (U.S.C.) Sect 300x-30).
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the Federal SABG Maintenance Of Effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to HSC Section 11798 subdivision(a) in an effort to maintain the statewide SABG MOE.
3. Pursuant to HSC Section 11814(d)(3), a county shall notify DHCS in writing of proposed local changes to the county's expenditure of funds. DHCS shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain DHCS wide SABG MOE.

G. SABG Primary Prevention Services Expenditure Requirement

Pursuant to Title 42, U.S.C. Section 300x-22(a), the Contractor shall expend a minimum of 20 percent of SABG funds for primary prevention services. The Contractor shall expend primary prevention funds for strategies, programs, and services directed at individuals who have not been determined to require treatment for a substance use disorder. These programs shall educate and counsel individuals on substance abuse and provide for activities to reduce the risk of such abuse by the individuals. The Contractor shall give priority to programs for populations that are at risk of developing a pattern of substance abuse and ensure that those programs develop community-based prevention strategies.

H. SABG Women Services Expenditure Requirement

Pursuant to Title 42, U.S.C. 5 Section 300x-22(b) and 45 Code of Federal Regulations (CFR) 96.124(c), for each state fiscal year (SFY) the Contractor shall expend an amount of SABG funds not less than the amount expended by the Contractor in fiscal year 1994 on perinatal services, pregnant women, and women with dependent children. The Contractor shall expend that percentage either by establishing new programs or expanding the capacity of existing programs in the manner described in Exhibit G of the annual SABG allocation, "County Share of SABG Women Services Expenditure Requirements" (found at [http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/11-Exhibit\\_G.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/11-Exhibit_G.pdf)).

**Exhibit B A1**  
Budget Detail and Payment Provisions

**Section 2 – General Fiscal Provisions – SABG**

A. Revenue Collection

Contractor shall conform to revenue collection requirements in HSC Sections 11841, by raising revenues in addition to the funds allocated by DHCS. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the SABG funds allocated to the Contractor and other Contractor or subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I, Part I, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

**Exhibit B A1**  
Budget Detail and Payment Provisions

**Part II – Reimbursements**

**Section 1 - General Reimbursement**

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The amount payable under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213 DHCS.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by DHCS for that fiscal year or the SABG amount, whichever is less. Changes to allocated funds will require a written amendment to the Contract.
4. For each fiscal year, DHCS may settle costs for services based on the year-end cost settlement report. The year-end cost settlement shall be the final amendment for the state fiscal year.

**Section 2 - Substance Abuse Prevention and Treatment Block Grant (SABG)**

A. Amounts Payable for SABG

1. DHCS shall reimburse the Contractor monthly in arrears **based upon quarterly invoicing.** ~~an amount equal to one twelfth of the maximum amount allowed pursuant to Exhibit B of the Contract or the most recent allocation based on the Budget Act Allocation, whichever is less. Final allocations will reflect any increases or reductions in the appropriations as reflected in DHCS Budget Act allocation and any subsequent allocation revisions.~~
2. Quarterly Invoicing-Quarterly Federal Financial Management Report (QFFMR)
  - a) ~~Chapter 8760 of the State Administrative Manual requires DHCS to establish control mechanisms to ensure that the Contractor does not spend beyond its allocation and that DHCS does not reimburse beyond the Contractor's allocation. The Contractor shall complete QFFMRs invoices as prescribed in Exhibit A, Attachment I, Part III, Section A, Subsection 1, by DHCS that serve as expenditure reports during the fiscal year. These quarterly QFFMRs serve as expenditure reports and invoices for payment.~~ The Contractor shall incur expenditures before receiving payment from its allocation. ~~These expenditures are documented as totals in aggregate. Quarterly invoices are due:~~



**Exhibit B A1**  
Budget Detail and Payment Provisions

- ~~December 1-1<sup>st</sup> Quarter~~
- ~~March 1-2<sup>nd</sup> Quarter~~
- ~~June 1-3<sup>rd</sup> Quarter~~
- ~~September 1-4<sup>th</sup> Quarter~~

~~These invoices serve as payment authorizations. Payment authorizations are analyzed by DHCS to ensure that costs are reasonable and do not exceed the Contractor's allocation. Inaccuracies in the report shall be resolved by the Contractor prior to receiving payment. These quarterly invoices serve as the Quarterly Federal Financial Management Report (QFFMR).~~

- ~~b) **The Contractor shall submit the QFFMR describing the preceding quarter's SABG expenditure by March 1, June 1, September 1, and December 1 of each year.**~~
  - ~~c) **DHCS shall review QFFMR reports to ensure that costs are reasonable and do not exceed the Contractor's allocation. Inaccuracies in the report shall be resolved by the Contractor prior to receiving payment.**~~
- ~~3. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Section 2 of this Exhibit.~~
- ~~4. Based on the expenditure information submitted by the counties in the QFFMR (Document 30), DHCS may adjust monthly payments of encumbered block grant federal funds to extend the length of time (not to exceed 24 months) over which payments of federal funds will be made.~~
- 3.** Pursuant to 45 CFR Section 75.371 and HSC Section 11817.8, DHCS may withhold monthly SABG payments if the Contractor fails to:
- a) ~~Submit timely reports and data required by~~ **any forms and reports to DHCS by each due date**, including but not limited to, ~~forms~~ reports required pursuant to Exhibit A, Attachment I, Part III.
  - b) Submit a Contract amendment within 90 days from issuance from DHCS to the Contractor.
  - c) Submit monitoring reports and attest **to** the completion of ~~Corrective Action Plans (CAPs)~~ for services provided pursuant to this Contract.
  - d) Monitor its subcontractors ~~annually~~ pursuant to Exhibit A, Attachment I, Part I.
- 4.** In the event DHCS withholds SABG payment, the Contractor's payment shall commence with the next scheduled ~~monthly~~ payment following DHCS' receipt and acceptance of complete and accurate reports, data, or executed Contract. The payment shall include any funds withheld pursuant to Section 2(A)(5).

**Exhibit B A1**  
Budget Detail and Payment Provisions

**5.** Adjustments may be made to the total Contract amount and funds may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I, Part I.

**B. Payment Provisions**

For each fiscal year, the total amount payable by DHCS to the Contractor for services provided under Exhibit A, Attachment I, Part I, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I, Part I, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds require a written amendment to the Contract. DHCS may settle costs for SABG services based on the year-end cost settlement report as the final amendment to the approved single state/county Contract.

**C.** In the event of a Contract amendment, as required by the preceding paragraph, the Contractor shall submit to DHCS the information identified in Exhibit E, Section (1)(B). To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, DHCS and the Contractor may agree to amend the Contract after the issuance of the first Budget Act allocation.

**D. Accrual of Interest**

Any interest accrued from state-allocated funds and retained by the Contractor shall be used for the same purpose as DHCS-allocated funds from which the interest was accrued.

**E. Expenditure Period**

SABG funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21 through 300x-66, and Title 45 CFR 96.120 et seq., within the availability period of the grant award. Any SABG funds that have not been expended by the Contractor at the end of the expenditure period identified below shall be returned to DHCS for subsequent return to the Federal Government.

1. The expenditure period of the FFY 2015 award is October 1, 2015 through June 30, 2017.
2. The expenditure period of the FFY 2016 award is October 1, 2016 through June 30, 2018.
3. The expenditure period of the FFY 2017 award is October 1, 2017 through June 30, 2019.
4. The expenditure period of the FFY 2018 award is October 1, 2018 through June 30, 2020.
5. The expenditure period of the FFY 2019 award is October 1, 2019 through June 30, 2021.

**F.** Contractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Sections 75.302(b)(1) through (6), and 45 CFR Section 96.30.

**G.** Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.

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Budget Detail and Payment Provisions

H. Contractors receiving SABG funds shall track obligations and expenditures by individual SABG award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in 45 CFR Section 75.2.

I. Restrictions on the Use of SABG Funds

~~Pursuant to 42 USC 300x-31~~, Contractor shall not use SABG funds provided by the Contract on the following activities:

1. Provide inpatient services.
2. Make cash paymentss to intended recipients of health services.
3. Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment.
4. Satisfy any requirement for the expenditure of SABG funds as a condition for the receipt of federal funds.
5. Provide financial assistance to any entity other than a public or nonprofit private entity.
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see [http://grants.nih.gov/grants/policy/salcap\\_summary.htm](http://grants.nih.gov/grants/policy/salcap_summary.htm).
7. Purchase treatment services in penal or correctional institutions of ~~this~~the State of California.
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.
9. Carry out any program prohibited by 42 USC 300x-21 and 42 USC 300ee-5 such that none of the funds provided under this Act or an amendment made by this Act shall be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the United States Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.

10. Exception regarding inpatient hospital services:

- a) Medical necessity as precondition: With respect to compliance with the agreement made under this Exhibit, Part II, Section 2(I), a State may expend a grant under 42 USC 300x-21 to provide inpatient hospital services as treatment for substance abuse only if it has been determined, in accordance with guidelines issued by the Secretary, that such treatment is a medical necessity for the individual involved, and that the individual cannot be effectively treated in a community-based, nonhospital, residential program of treatment.

**Exhibit B A1**  
Budget Detail and Payment Provisions

- b) Rate of payment: In the case of an individual for whom a grant under section 300x–21 of this title is expended to provide inpatient hospital services described in paragraph (4a), a funding agreement for the grant for the State involved is that the daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse.

11. Waiver regarding construction of facilities:

- a) In general: The Secretary may provide to any State a waiver of the restriction established in 42 USC 300x–31, subsection (a)(1)(C), for the purpose of authorizing DHCS to expend a grant under section 42 USC 300x–21 for the construction of a new facility or rehabilitation of an existing facility, but not for land acquisition.
- b) Standard regarding need for waiver: The Secretary may approve a waiver under 42 USC 300x–31(c), only if DHCS demonstrates to the Secretary that adequate treatment cannot be provided through the use of existing facilities and that alternative facilities in existing suitable buildings are not available.
- c) Amount: In granting a waiver under 42 USC 300x–31(c), the Secretary shall allow the use of a specified amount of funds to construct or rehabilitate a specified number of beds for residential treatment and a specified number of slots for outpatient treatment, based on reasonable estimates by DHCS of the costs of construction or rehabilitation. In considering waiver applications, the Secretary shall ensure that DHCS has carefully designed a program that will minimize the costs of additional beds.
- d) Matching funds: The Secretary may grant a waiver under 42 USC 300x–31 (c), only if DHCS agrees, with respect to the costs to be incurred by DHCS in carrying out the purpose of the waiver, to make available non-federal contributions in cash toward such costs in an amount equal to not less than \$1 for each \$1 of federal funds provided under 42 USC 300x–21.
- e) Date certain for acting upon request: The Secretary shall act upon a request for a waiver under 42 USC 300x–31 (c), not later than 120 days after the date on which the request is made.

12. **Provide services reimbursable by Medi-Cal:**

- a) **Contractor shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.**
- b) **The Contractor may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.**
- c) **If the Contractor utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the Contractor shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.**

**Exhibit B A1**

Budget Detail and Payment Provisions

**Part III - Financial Audit Requirements**

**Section 1 - General Fiscal Audit Requirements**

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Contract are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 CFR, Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:
  - 1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
  - 2. To validate data reported by the Contractor for prospective contract negotiations.
  - 3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
  - 4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
  - 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
  - 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives.
- C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective actions as a result of its finding in any areas.

**Section 2. SABG Financial Audits**

- A. Contractor shall monitor the activities of all of its subcontractors to ensure that the SABG funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the grant, and that performance goals are achieved.

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- B. Contractor may use a variety of monitoring mechanisms, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. Contractor may charge federal awards for the cost of these monitoring procedures if permitted under 45 CFR 75.425.
- C. Contractor shall submit to DHCS a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual desk review or site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. On-site visits focus on compliance and controls over compliance areas. The DHCS County Monitoring Unit analyst shall make site visits to the subcontractor location(s), and can use a variety of monitoring mechanisms to document compliance requirements. The Contractor shall follow-up on any findings and the corrective actions. ~~42 USC 300x-31 subsection (a)(1)(C)~~
  - 1. Contractor shall be responsible for any disallowance taken by the Federal Government, DHCS, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. DHCS shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any CAP in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such CAP plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within one year from the date of the plan.
- E. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. If any fiscal adjustments remain after the Contractor and subcontractor have exhausted the internal appeals process, any SABG funds outstanding shall be returned to DHCS. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.
- F. If the Contractor fails to comply with ~~F~~ federal statues, regulations, or the terms and conditions of the grant, DHCS may impose additional conditions on the subaward, including:
  - 1. Requiring additional or more detailed financial reports.
  - 2. Requiring technical or management assistance.
  - 3. Establishing additional prior approvals.
- G. If DHCS determines that the Contractor's noncompliance cannot be remedied by imposing additional conditions, DHCS may take one or more of the following actions:
  - 1. Temporarily withhold cash payment pending correction of the deficiency by the Contractor.
  - 2. Disallow all or part of the cost of the activity or action not in compliance.

**Exhibit B A1**  
Budget Detail and Payment Provisions

3. Wholly or partly suspend the award activities or terminate the Contractor's subaward.
4. Recommend that the suspension or debarment proceedings be initiated by the Ffederal awarding agency.
5. Withhold further Ffederal awards.
6. Take other remedies that may be legally available.

**Exhibit B A1**  
Budget Detail and Payment Provisions

**Part IV – Records**

**Section 1 - General Provisions**

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract performance and contract compliance. Contractor shall make these records available to SAMHSA, Inspectors General, the Comptroller General, DHCS, or any of their authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.
2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Part I, Section 3.
6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.
7. The Contractor shall retain all records in accordance with the time periods outlined in 45 CFR Section 75.361.



**Exhibit B A1**  
Budget Detail and Payment Provisions

8. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I, Part ~~A~~ **B**, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
- ~~1. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. If any fiscal adjustments remain after the Contractor and subcontractor have exhausted the internal appeals process, any SABG funds outstanding must be returned to DHCS. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.~~
2. To ensure that necessary corrective actions are taken, financial audit findings that are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.

**Exhibit B, Attachment I A1  
Funding Amounts**

Fiscal Year 2017-18	Funding Amount	
	Original	
SAPT Block Grant - FFY 2018 Award (10/1/17 to 6/30/19)		
Duns #: 148380954 Federal Grant #: 2B08TI010062-18		
CFDA: 93.959 FAIN: TI10062-18		
- Discretionary	379,675	
- Prevention Set-Aside	78,276	
- Friday Night Live/Club Live	6,000	
- Perinatal	0	
- Adolescent/Youth	0	
<b>TOTAL</b>	<b>463,951</b>	
<b>ORIGINAL THREE-YEAR TOTAL</b>	<b>1,391,853</b>	
<b>A01 THREE-YEAR TOTAL</b>	<b>1,410,279</b>	

Fiscal Year 2018-19	Funding Amount	
	Original	A01
SAPT Block Grant - FFY 2019 Award (10/1/18 to 6/30/20)		
Duns #: 148380954 Federal Grant #: 2B08TI010062-19		
CFDA: 93.959 FAIN: TI10062-19		
- Discretionary	379,675	398,101
- Prevention Set-Aside	78,276	78,276
- Friday Night Live/Club Live	6,000	6,000
- Perinatal	0	0
- Adolescent/Youth	0	0
<b>TOTAL</b>	<b>463,951</b>	<b>482,377</b>

Fiscal Year 2019-20	Funding Amount	
	Original	
SAPT Block Grant - FFY 2020 Award (10/1/19 to 6/30/21)		
Duns #: 148380954 Federal Grant #: 2B08TI010062-20		
CFDA: 93.959 FAIN: TI10062-20		
- Discretionary	379,675	
- Prevention Set-Aside	78,276	
- Friday Night Live/Club Live	6,000	
- Perinatal	0	
- Adolescent/Youth	0	
<b>TOTAL</b>	<b>463,951</b>	

**Exhibit F A1**  
**Privacy and Information Security Provisions**

This Exhibit F is intended to protect the privacy and security of specified Department information that the Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit F consists of: (1) Protected Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3.

Exhibit F consists of the following parts:

1. Exhibit F-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
2. Exhibit F-2 provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
3. Exhibit F-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit F in its entirety.

**Exhibit F A1**  
**Privacy and Information Security Provisions**

**F-1**  
**HIPAA Business Associate Addendum**

**1. Recitals.**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") and the Final Omnibus Rule of 2013 between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs, or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 CFR. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties." A business associate is also directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

**Exhibit F A1**  
**Privacy and Information Security Provisions**

- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”), including protected health information in electronic media (“ePHI”), under Federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit F-1 of this Agreement. This information is hereafter referred to as “Department PHI”.
- C. The purpose of this Exhibit F-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations and the Final Omnibus Rule of 2013, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with the Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act and the Final Omnibus Rule of 2013. To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit F-2 and this Exhibit F-1 shall apply.
- D. The terms used in this Exhibit F-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

**2. Definitions.**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule of 2013.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule of 2013.
- C. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit F-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

**Exhibit F A1**  
**Privacy and Information Security Provisions**

- D. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer, or health care clearinghouse, and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- H. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- I. Required by law means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

**Exhibit F A1**  
**Privacy and Information Security Provisions**

- J. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- K. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit F-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- L. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- M. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

**3. Terms of Agreement.**

**A. Permitted Uses and Disclosures of Department PHI by Contractor.**

Except as otherwise indicated in this Exhibit F-1, Contractor may use or disclose Department PHI only to perform functions, activities, or services specified in Section 1.A of Exhibit F-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

**B. Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit F-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains

**Exhibit F A1**  
**Privacy and Information Security Provisions**

reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit F-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

**C. Prohibited Uses and Disclosures.**

- 1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).
- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

**D. Responsibilities of Contractor.**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the



**Exhibit F A1**  
**Privacy and Information Security Provisions**

Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements.
  - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement.
  - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit F.

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**Privacy and Information Security Provisions**

- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit F of which it becomes aware.
  
- 7) **Contractor's Agents and Subcontractors.**
  - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule of 2013 including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule of 2013, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.
  
  - b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
    - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
    - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.
  
- 8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

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- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
  - b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.
- 9) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
  - 10) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty days within which to make the amendment.

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**Privacy and Information Security Provisions**

- 11) **Internal Practices.** To make Contractor's internal practices, books, and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
  
- 12) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
  
- 13) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on

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**Privacy and Information Security Provisions**

which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916) 445-4646, (866) 866-0602 or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time.

Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
  - ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

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**Privacy and Information Security Provisions**

- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to

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**Privacy and Information Security Provisions**

believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents, or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or Federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
  
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

**Exhibit F A1  
Privacy and Information Security Provisions**

<b>Department Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874  Fax: (916) 440-5537

- 14) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit F-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor or
  - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit F-1 and cure is not possible.
- 15) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

**E. Obligations of the Department.**

The Department agrees to:



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**Privacy and Information Security Provisions**

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.
- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

**F. Audits, Inspection and Enforcement.**

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit F-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

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**G. Termination.**

- 1) **Term.** The Term of this Exhibit F-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
  
- 2) **Termination for Cause.** In accordance with 45 CFR Section 164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit F-1 by Contractor, the Department shall:
  - a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department or
  - b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit F-1 and cure is not possible.

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**F-2**  
**Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA**

**1. Recitals.**

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
  - 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.).
  - 2) Title 42 CFR, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit F-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for, or on behalf of Department, pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit F-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit F-1 and this Exhibit F-2 shall apply.
- C. The terms used in this Exhibit F-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

**2. Definitions.**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- D. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or

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maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

- E. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- F. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- G. Personal Information (PI) shall have the meaning given to such term in California Civil Code section 1798.29.
- H. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- I. Required by law means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- K. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.

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**3. Terms of Agreement.**

**A. Permitted Uses and Disclosures of Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit F-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

**B. Responsibilities of Contractor**

Contractor agrees:

- 1) Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and Federal law.
- 2) Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.
- 3) Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
  - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by

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the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit F-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit F-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

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- a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit F-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.
- b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:
  - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

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- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
  
- d. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.
  
- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
  
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is



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responsible for all required reporting of the breach as specified in CIPA, section 1798.29. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g.** If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.
  
- h. Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>Department Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a> Telephone:(916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874 Fax: (916) 440-5537

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**10) Designation of Individual Responsible for Security.**

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit F-2 and for communicating on security matters with the Department.

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**F-3**  
**Miscellaneous Terms and Conditions**  
**Applicable to Exhibit F**

- 1) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 2) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit F, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
- 3) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit F may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and Federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit F embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and Federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
  - A) Contractor does not promptly enter into negotiations to amend this Exhibit F when requested by the Department pursuant to this section; or
  - B) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- 4) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of

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HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 5) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees, or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 6) **No Third-Party Beneficiaries.** Nothing expressed or implied in the terms and conditions of this Exhibit F is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 7) **Interpretation.** The terms and conditions in this Exhibit F shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit F shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and Federal laws.
- 8) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 9) **Regulatory References.** A reference in the terms and conditions of this Exhibit F to a section in the HIPAA regulations means the section as in effect or as amended.
- 10) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit F-1, and Section 3, Item B of Exhibit F-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

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- 11) **No Waiver of Obligations.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 12) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable Federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit F. Contractor shall promptly remedy any violation of any provision of this Exhibit F. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit F. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit F.
- 13) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit F and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and Federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit F.
- 14) **Term.** The Term of this Exhibit F-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 15) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit F to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

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**Attachment I**  
**Business Associate Data Security Requirements**

**I. Personnel Controls.**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls.**

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced

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Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)

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- Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. *System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.



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**III. Audit Controls.**

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**V. Paper Document Controls.**

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. *Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. *Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

# Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: February 12, 2019

## **SUBJECT**

Behavioral Health: Agreement with Nexus Youth and Family Services for drug and alcohol prevention services.

## **Recommendation:**

Approve agreement.

## **4/5 vote required:**

No

## **Distribution Instructions:**

return signed agreement to Tom Cowgill in BH

## **ATTACHMENTS**

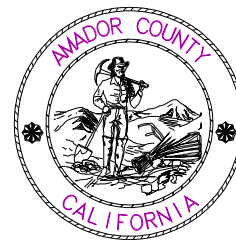
- [RFP 17-28 Memo to Board.docx](#)
- [Nexus Preventive Youth Alcohol and Drug Services FY 18-19 Agreement.pdf](#)

## GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: [jhopkins@co.amador.ca.us](mailto:jhopkins@co.amador.ca.us)



### MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *JHop*

**DATE:** January 8, 2018

**RE:** RFP 17-28 Contract Services for Outreach and Engagement

On Thursday, November 30, 2018 at 1:30 PM Amador County Request for Proposals, RFP 17-28 were received, opened and read publicly for Outreach and Engagement Services that included five separate components: 1) Building Blocks of Resiliency Program; and 2) Community Outreach & Engagement; and 3) Promotores de Salud Program; and 4) Youth Empowerment Program/Project SUCCESS; and 5) Substance Abuse Prevention Activities. All are required and funded by the Mental Health Services Act and Substance Abuse Prevention and Treatment dollars.

An Evaluation Committee was formed consisting of three (3) staff members from Behavioral Health that evaluated the six (6) proposals submitted. For the five (5) separate contracts available, only one (1) (Building Blocks of Resiliency Program) of the five (5) contracts had more than one (1) proposal received. Within the Building Blocks of Resiliency Program, two separate programs were listed, Parent-Child Interaction Therapy (PCIT) and Aggression Replacement Training (ART); Amador-Tuolumne Community Action Agency (ATCAA) submitted a proposal for only the PCIT portion of this contract.

Proposals were evaluated by each committee member based upon points assigned to a category item and then totaled and averaged for a final score. The top scored proposal was selected and recommended for award. Attached for reference is the Bid Receipt Log and Evaluation Score Sheet for the Parent-Child Interaction Therapy contract. Responses for the remaining contracts were reviewed and deemed acceptable by the Evaluation Committee.

No interviews were conducted as the information provided by each proposer was sufficient to determine the best candidate.

Of the two (2) firms evaluated for Proposal A- Building Blocks of Resiliency Program (PCIT portion only), Nexus Youth & Family Services provided the best overall proposal for the following reasons:

1. Demonstrated overall best quality and responsiveness to the RFP (i.e. labeled correctly, organized, and had letters of support from schools);
2. Clearly demonstrated the best relevant experience;
3. Approach used included all components of the target population and not missing or lacking material.

Based upon the Committee's review I submit the follow recommendation.

---

**Recommendation:** 1) Award RFP 17-28 to Nexus Youth & Family Services for Proposal A- Building Blocks of Resiliency Program in an amount not to exceed \$40,000.00, and Proposal B- Community Outreach & Engagement in an amount not to exceed \$140,000.00, and Proposal C- Promotores de Salud Program in an amount not to exceed \$34,000, and Proposal D- Youth Empowerment Program/Project SUCCESS in an amount not to exceed \$46,000.00, and for Proposal E- Substance Abuse Prevention Program in an amount not to exceed \$84,276.00, and 2) Authorize the Health and Human Services Director, and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement with Nexus Youth & Family Services.

Attachments: Bid Tabulation Form  
Evaluation Score Sheets  
Sample Agreement

Cc: Chuck Iley, CAO  
James Foley, Health and Human Services Director  
Stephanie Hess, MHSA Programs Coordinator  
file

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Nexus Youth & Family Services, a California Corporation (the "Contractor").

### RECITALS

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

B. Contractor is in the business of providing drug and alcohol prevention services similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2018 through June 30, 2019. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

5.2 County shall make payment to Contractor within thirty (30) days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

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

5.4 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.

6. SUPERVISION OF THE WORK.

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

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

- 6.3 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.4 A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.



- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
- 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.
- 10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall review at least monthly, pursuant to (42 CFR 455.436), any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.
11. INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:
- 11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:
- 11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001

covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- 11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

- 11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:**

- 11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 11.2.2 Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

- 11.2.4 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, 10877 Conductor Blvd Suite #300, Sutter Creek CA 95685. Contractor shall provide all insurance documentation to the**

*Contract Administrator.*

- 11.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

13. DOCUMENTS AND RECORDS.

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

13.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal

accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

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

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

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

#### 14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

14.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

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

#### 15. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.

Consultant acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: [Amadorgov.org/Policies](http://Amadorgov.org/Policies), which is hereby made a part of and incorporated herein by

reference into this Contract. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment C**.

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

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

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

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

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

17. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the

United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Nexus Youth & Family Services  
601 Court Street, Suite 210  
Jackson, CA 95642

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

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

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

18. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
19. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
20. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
21. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

22. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

24. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

25. NO UNLAWFUL USE OR UNLAWFUL USE OF MESSAGES REGARDING DRUGS  
Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, contractor will not include any message on the responsible use, if the use is unlawful, of drugs or alcohol. By signing this Contract, Contractor agrees that it will enforce these requirements.

26. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES. No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.




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

COUNTY OF AMADOR

CONTRACTOR:  
Nexus Youth & Family Services, a California Corporation (the "Contractor")

BY: \_\_\_\_\_  
Brian Oneto  
Board of Supervisors

BY:  \_\_\_\_\_  
Tara Parker  
Director of Grants Administration

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Gregory Gillott  
County Counsel

BY: \_\_\_\_\_

**ATTACHMENT A – SCOPE OF WORK**  
**Substance Abuse Prevention Activities**

**July 1, 2018 - June 30, 2019**

**Program Description**

Contractor will provide drug and alcohol prevention programming to elementary, middle school and high school youth aimed at reducing the incidence of alcohol and drug use and abuse by this population. Contractor will work cooperatively with the schools, community and other resources to expand these services. Contractor will provide services appropriate to each targeted population. Described below are the potential services that will be delivered to the population as indicated.

**Curriculum/Programs**

Developed in 1984, the primary focus of the **Friday Night Live** programs is to form youth/adult partnerships with young people, providing programs rich in opportunities and support, so young people will be less likely to engage in unhealthy, problem behaviors, including drug and alcohol abuse. The goal of FNL is for young people to gain life skills that will give them more opportunity to achieve in school, attend higher education and be problem free and fully prepared to become healthy, productive adults. The Friday Night Live/Club Live programs will initiate programs and activities that educate the general student populations about drug, alcohol and tobacco reduction throughout schools and the community.

**Too Good for Drugs** is a school-based prevention program for kindergarten through 12<sup>th</sup> grades that builds on students' resiliency by teaching them how to be socially competent and autonomous problem solvers. Too Good for Drugs focuses on developing personal and interpersonal skills to resist peer pressures, goals setting, decision making, bonding with other , having respect for self and other managing emotions effective communication and social interactions. Additionally, the program provides information about the negative consequences of drug use and the benefits of a nonviolent, drug-free lifestyle. Age appropriate curriculum is provided for each grade level.

**Project SUCCESS** is designed to prevent and reduce substance use among students 12 to 18 years of age. The program targets students attending alternative high schools how are at high risk for substance use and abuse due to poor academic performance, truancy, discipline problems, negative attitudes toward school and parental substance abuse. Project SUCCESS is also appropriate for use in regular middle and high schools for a broader range of high risk students. This program includes four components: The prevention education series, school wide activities about the prevalence and acceptability of substance use, a parent program and group/individual counseling.

**My Lifeplan** is a 9 week interactive program, delivered through guided exercises that allow the participants to assess themselves and their readiness for goal setting toward a healthy and drug free lifestyle. This program helps students discover for themselves how to navigate successfully their own path of life, avoid risk-taking behaviors and become successful and thriving adults. My Lifeplan addresses these 8 key elements of success: drug and alcohol issues, community service, academic support/study skills, character development/ethics, nutrition, health promotion, career planning and financial literacy

**WEB Leadership** WEB is a student centered leadership and mentor program founded on the guiding principle that students are an invaluable and untapped resource at their school. WEB believes that students ultimately want to be positive change agents at their schools, but need the structure and permission to do so. At the heart of the WEB program are the WEB Leaders. WEB is an excellent service learning and character development program; students get to serve their school community on multiple levels as well as reflect, consider and understand the impact of their own behavior and lifestyle choices.

### **Proposed Objectives**

- **Friday Night Live/Club Live** chapters to be formed at Junior High Schools, High Schools and community locations in Amador County. 40 students will participate in the FNL/CL program, consisting of the 6<sup>th</sup> - 12<sup>th</sup> grade population. These students will develop and implement activities and programs promoting drug and alcohol free lifestyles that will be shared with other students in their schools and communities.
- 375 traditional and non-traditional education high school and junior high school students will receive the **Project SUCCESS** program as deemed appropriate.
- Contractor's staff will participate in the **WEB Leadership** program with 40 students at Amador County Schools as deemed appropriate.
- **Too Good for Drugs** programming will be made available to 500 students in the Kindergarten through 6<sup>th</sup> grades of the Amador County Unified School District.
- 375 junior and high school students will participate in My Lifeplan services annually.
- 40 8<sup>th</sup> grade students will participate in WEB leadership training annually.

### **Measures**

- Retrospective and pre/ post testing specific to each program will be administered to the indicated population.
- The Statewide Youth Development Survey will be given to all Friday Night Live/Club Live students at the conclusion of the school year.
- Staff will input youth prevention data into the Primary Prevention SUD Data System for each group on a monthly basis.
- Nexus will maintain MIGS status through the California Friday Night Live Partnership.

**ATTACHMENT B – FEE SCHEDULE**

Program Budget  
Substance Abuse Prevention Activities  
July 1, 2018 - June 30, 2019

<b>Personnel Expenses</b>	
Prevention Specialist/Educators	\$60,200
Program Oversight	\$7,100
<b>Facilities/Operating Expenses</b>	
Travel Costs	\$2,000
Rent and Utilities	\$2,000
Program Supplies	\$3,426
Insurance	\$389
Training and Conferences	\$1,500
<b>Total Direct Expenses</b>	<b>\$76,615</b>
Indirect Cost	\$7,661
<b>TOTAL EXPENSES</b>	<b>\$84,276</b>

**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for Nexus Youth & Family Services, a California Corporation \_\_\_\_\_ (the “Contractor”), certifies as follows:

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

Federal I.D. No. or Social Security No: 81-2309847

Printed Name: Tara Parker Date 1/16/2019

Title: Director of Grants and Administration

Signature: 

## ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of \_\_\_\_\_, 2018, made and entered into by and between the County of Amador and Nexus Youth & Family Services, a California Corporation (the “Contractor”).

### RECITALS

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

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

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

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

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

1. Definitions.
  - a. Breach shall have the meaning given to such term under the HITECH Act [42

U.S.C. Section 17921]

- b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103
- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
  - l. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business

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

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

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

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

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

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized



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

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

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

maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

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

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

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

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

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

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

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

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

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

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

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

Amador County Behavioral Health  
Department ("Covered Entity")

Nexus Youth & Family Services

By: Melissa Cranfill LCSW  
Melissa Cranfill  
Director of Behavioral Health Department

BY: Tara Parker  
Tara Parker  
Director of Grants Administration

Date: 1/25/2019

Date: 1/16/2019

# Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: February 12, 2019

## **SUBJECT**

Behavioral Health: Agreement with Mental Health America of Northern California for the Sierra Wind Wellness and Recovery Center.

## **Recommendation:**

Approve agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Return signed agreement to Tom Cowgill in BH

## **ATTACHMENTS**

- [Mental Health America - Wellness Center Memo.pdf](#)
- [Agreement Mental Health America - Wellness Center.pdf](#)

# BEHAVIORAL HEALTH DEPARTMENT

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10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •  
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health Director *MC*

Date: January 25, 2019

RE: Mental Health America of Northern California – Sierra wind  
Wellness and Recovery Center Fiscal Years 2018-2019, 2019-  
2020 and 2020-2021

## Background:

In 2004, California voters passed Proposition 63, the Mental Health Services Act (MHSA), which became law on January 1, 2005. The Act imposes 1% taxation on personal income exceeding \$1 million. Over the past 8 years, these funds have transformed, expanded, and enhanced the current mental health system. MHSA has allowed Amador County Behavioral Health Services (ACBHS) to significantly improve services and increase access for previously underserved groups through the creation of community based services and supports, prevention and early intervention programs, workforce, education and training, as well as innovative, new approaches to providing programs to the public.

The MHSA has multiple components including: Community Services and Supports; Prevention and Early Intervention; Workforce, Education and Training; Innovation Projects; as well as Capital Facilities and Technology.

Stakeholders are involved in community program planning which includes:

- The Behavioral Health Advisory Board, - Consumers and their Families, including Transitional Age Youth, Adults, & Older Adults, of the Mental Health Services Act / Cultural Competency Steering Committee
- Targeted Underserved Groups including Latinos, Veterans, Homeless, & LGBTQ -
- Mental health and substance abuse staff of Amador County Behavioral Health (ACBHS) -
- ACBHS Partner Agencies/Organizations.

### Key Issue:

Stakeholders agreed that there is continued need for the local peer run self-help center which offers advocacy, support, benefits acquisition, culturally diverse support groups, training and patient advocacy. Sierra Wind Wellness Center provides weekly support groups, daily meals, and volunteer opportunities for all clients.

### Staff analysis:

Mental Health America and their local Sierra Wind Wellness Center offer services in the area of mental health patient's right. MHA provides training and oversight to ensure the needs of consumers are being met. MHA is a peer run organization, which means they are operated by those with personal experience as clients and family members of those with mental illness and serve to advocate on behalf of their peers, which is the primary goal of this agreement.

### Recommendation/Request:

Request for Proposal # 18-13 was awarded to this contractor.

Approve the Agreement for Mental Health America of Northern California – Sierra Wind Wellness and Recovery Center for Fiscal Years 2018-2019, 2019-2020 and 2020-2021

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation (the "Contractor").

### RECITALS

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

B. Contractor is in the business of providing a wellness center similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2018 through June 30, 2021. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

5.2 County shall make payment to Contractor within thirty (30) days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

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

5.4 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.

6. SUPERVISION OF THE WORK.

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

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



- 6.3 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.4 A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

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

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

11. INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:

11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001

covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- 11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

- 11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:**

- 11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 11.2.2 Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

- 11.2.4 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, 10877 Conductor Blvd Suite #300, Sutter Creek CA 95685. Contractor shall provide all insurance documentation to the**

*Contract Administrator.*

- 11.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

13. DOCUMENTS AND RECORDS.

- 13.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.
- 13.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal

accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

- 13.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.
- 13.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.
- 13.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

#### 14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 14.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 14.2 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

#### 15. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.

Consultant acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: [Amadorgov.org/Policies](http://Amadorgov.org/Policies), which is hereby made a part of and incorporated herein by

reference into this Contract. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment C**.

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

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

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

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

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

17. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the

United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Mental Health America of Northern California  
720 Howe Avenue, Suite 102  
Sacramento, CA 95825

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

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

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

18. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
19. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
20. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
21. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
22. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.



23. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

24. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

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

COUNTY OF AMADOR

MENTAL HEALTH AMERICA OF  
NORTHERN CALIFORNIA, a California  
nonprofit corporation

BY: \_\_\_\_\_  
Brian Oneto  
Board of Supervisors

BY:   
SUSAN GALLAGHER,  
Executive Director

Federal I.D. No.: 94-1476949

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Gregory Gillott  
County Counsel

BY: \_\_\_\_\_

## ATTACHMENT A – SCOPE OF WORK

### Sierra Wind Mental Health Wellness and Recovery Center Fiscal Years 18/19, 19/20, 20/21

#### **Background:**

In 2004, California voters passed Proposition 63, the Mental Health Services Act (MHSA), which became law on January 1, 2005. The Act imposes 1% taxation on personal income exceeding \$1 million. These funds have transformed, expanded, and enhanced the current mental health system. MHSA has allowed Amador County Behavioral Health Services (ACBHS) to significantly improve services and increase access for previously under-served groups through the creation of community based services and supports, prevention and early intervention programs, workforce, education and training, as well as innovative, new approaches to providing programs to the public. The goal of MHSA is to create a culturally competent behavioral health system that promotes wellness, recovery and resiliency for residents in Amador County.

#### **Program Overview:**

The Amador County Behavioral Health Department (ACHBS) is executing a contract with NorCal MHA as a recipient of the RFP No. 18-13: Wellness Center Services for the development, implementation and operation of a mental health Wellness Center in Amador County. The Wellness Center will be funded under the Mental Health Services Act (MHSA) beginning July 1, 2018 and continuing through fiscal years 18/19, 19/20 and 20/21.

The Proposer will provide a facility and basic services in the development, implementation and operation of a mental health Wellness Center in Amador County. The Wellness Center will utilize peer program staff as well as peer volunteers to carry out the daily operations required of the center.

The Wellness Center will provide mental health recovery oriented services using peer-led programming for those who are experiencing or recovering from mental health challenges. The services provided by the Wellness Center will support individual recovery goals in productive and meaningful ways utilizing self-help support and socialization activities. Services will also promote and provide outreach, community integration activities and advocacy to residents with mental illness and their families.

The Wellness Center will also provide a Patient Rights Advocate (PRA) and serve as the mandated “Office of Patient’s Rights” serving Amador County Behavioral Health Services clients for purposes of rights advocacy, rights violation, complaint review, and legal representation in matters of involuntary detention of clients for treatment purposes.

The Wellness Center will have a mechanism to report outcome data accurately and in alignment with the requirements under the Mental Health Services Act to inform service delivery and for program evaluation purposes.

### **Program Services—Mental Health Wellness Center:**

- **Peer Support Groups:** The Wellness Center will develop and facilitate weekly peer-run groups for consumers and residents in Amador County. These groups will provide information and strategies on independent living skills, reduction of stigma, understanding and coping with mental illness, relationships, problem solving, community support services, interaction with the Social Security Administration, obtaining services from local agencies to meet basic needs, and skill building for ongoing wellness. The Wellness Center will gain feedback regarding groups from its participants on an ongoing basis and adjust groups as needed in order to meet the needs of the population served. The Wellness Center will work collaboratively and effectively with community partners to bring in other group services and education to its participants.
- **Peer Support & Advocacy Services:** The Wellness Center will provide outreach to consumers and family members to link them to community resources and sustainable supports. The Wellness Center will support consumers in developing their Wellness and Recovery Action Plan (WRAP) through offering WRAP courses and ongoing WRAP assistance. The Wellness Center will provide services utilizing one-on-one peer support, where the peer is acting as a guide to assist consumers to identify needs and creating recovery oriented goals. The peer will then provide support to the consumer as they follow their recovery plan. The peer will also provide advocacy services through assisting consumers in navigating social services systems and other needs related to the consumer's goals.
- **Recreational and Social Activities:** The Wellness Center will coordinate and implement recreational and social activities for its consumers to promote mental health wellbeing. These activities will occur on a regular basis (monthly, quarterly, etc.) and be located at the Wellness Center and/or other community based settings.
- **Coordination of Consumers Services:** The Wellness Center program staff and volunteers will assist consumers with coordination of self-identified services. These services may include, but are not limited to:
  - Housing Resources
  - Employment Information and Assistance
  - Childcare Assistance
  - Computer Skills
  - Education

The Wellness Center will assist with scheduling appointments, identifying access points, providing a warm hand off/linkage to services as well as providing assistance with removing other barriers that prevent the consumer from obtaining resources or reaching goals as identified in their recovery plan.

- **Transportation Services:** The Wellness Center will educate consumers on local transportation options, assist in coordination of utilizing those options available and provide direct assistance through bus passes. The Wellness Center may also provide transportation services for consumers as available.

- Outreach Services: The Wellness Center will provide outreach to those with serious mental illness and/or emotional disturbance and those who may be at risk of mental illness throughout Amador County. The Wellness Center will provide information about available services throughout the community, utilizing an array of strategies that include but are not limited to the following:
  - Conducting in-person outreach throughout Amador County
  - Local Media
  - Outreach Events
- Advocacy and Meetings: The Wellness Center program staff and volunteers will provide a peer voice and perspective on behalf of consumers throughout Amador County and participate in meetings and committees related to behavioral health services. The Wellness Center program staff and volunteers will advocate for consumers in their efforts and participate in the development and implementation of MHSA related programming. Program staff and volunteers of the Wellness Center will also provide a peer voice and perspective around stigma reduction, mental health awareness and suicide prevention.
- Peer Stipends: The Wellness Center shall develop a system to provide stipends to peer volunteers who provide services and support to the Wellness Center. Stipends shall be provided to peers who provide support that includes but is not limited to transportation, and/or assistance to other consumers in getting to doctor's appointments (physical and/or mental health related), navigating the social services system, navigating the school system, or helping with other processes that are included in the consumers recovery plan. Peer volunteers may also facilitate groups and support the Wellness Center in daily operational needs. Peer Volunteer training will be offered on a regular basis and must be completed to receive a stipend. Peer volunteer training will include healthy boundaries, confidentiality, Mental Health First Aid and safety. All peer volunteers shall be screened for a criminal background check.

**Program Services—Patient Rights Advocate:**

The Patient's Rights Advocate shall provide education to current and former consumers and professionals regarding the rights of consumers. Additionally, this program will provide direct advocacy for consumers in licensed health care facilities ensuring their legal due process is protected. The Patient's Rights Advocate shall include the following services:

- Representation: The Patient's Rights Advocate shall represent the consumer's expressed interests and participate in Certification Review hearings and other legal proceedings prescribed by law.
- Investigation: The Patient's Rights Advocate shall investigate rights violations and complaints from consumers perpetrated by any party against consumers of mental health services. The Patient's Rights Advocate shall document, establish a database, and mediate all Patients' Rights service requests—even if such requests do not result in an investigation.

Urgent complaints shall be responded to within 24 hours and non-urgent complaints within 48 hours based upon time of receipt.

- Education: The Patient's Rights Advocate shall educate consumers and professionals about the laws and policies governing patients' rights and the responsibilities for reporting, investigating, and resolving patients' rights violations at the lowest level and in the timeliest manner possible.
- Monitoring: The Patient's Rights Advocate shall ensure the monitoring of acute, sub-acute, and residential mental health facilities for compliance with the law in all matters relative to the treatment and care of mental health consumers, and in accordance with the W&I Code Section 5325.
- Cooperation and Exchange of Information: The Patient's Rights Advocate shall ensure the cooperation and exchange of information in cases of investigations involving the State Patients' Rights Office and/or State Facilities Licensing. The Patient's Rights Advocate will provide an annual report indicating the number of certification hearings conducted, number of client requests, number of investigations, written results of investigations, and recommendations for addressing concerns.

**Program Evaluation:**

Quarterly program reports and monthly financial reports will be provided to ACBHS in the format they prescribe. Program outcome data will be provided to ACBHS that includes both qualitative and quantitative information. The Wellness Center will include a narrative description of services and activities of the Wellness Center throughout the quarter. The Wellness Center will implement tracking mechanisms to show outcome data that reflects quantitative analysis of the efficacy of services provided which will be used to inform service delivery. All program data will be used for evaluation purposes.

**Cultural Competency:**

The Wellness Center must demonstrate commitment and/or cultural competency through the annual submission of cultural competency plans or policies and procedures.

Wellness Center staff shall provide proof of cultural competency training to ACBHS annually. NorCal MHA staff may participate in the annual Cultural Competency Training provided by ACBHS in order to fulfill this requirement.

**Target Population:**

- Transition Age Youth (Age 18-24)
- Adults (Age 18-59)
- Older Adults (Age 60+)
- Latino/Spanish Speaking Community
- Native American Community

- Veterans & Their Families
- Single Parents
- Homeless
- LGBTQ

**Program Objectives:**

1. Serve at least 250 unduplicated individuals with serious mental illness each year through groups, individual peer support, and other assistance provided through the Wellness Center services.
2. Offer at least 12 mental health groups weekly.
3. Provide one-on-one peer support to 25 unduplicated individuals each year. Peer support and advocacy services shall be provided to individuals and family members by developing recovery-oriented plans and providing guidance that assist consumers in achieving their goals.
4. Provide Wellness and Recovery Action Plan (WRAP) courses on a regular basis to residents of Amador County.
5. Coordinate and implement recreational and social activities for consumers that promote mental health wellness at the Wellness Center or in the community on a regular basis (i.e. quarterly, monthly, etc.).
6. Provide Coordination of Consumer Services to individuals and families in order to assist and guide consumers in reaching their goals as identified in their recovery plan.
7. Outreach to those with serious mental illness and/or emotional disturbance on a monthly basis using in-person outreach strategies, local media and outreach events within Amador County.
8. Track and measure the efficacy of services provided using qualitative and quantitative reporting mechanisms and other data collection methods provided by ACBHS. Specifically, demographic data and information regarding consumers outcomes based on experiences provided at the Wellness Center.
9. Provide stipends to trained peer volunteers who provide support to the Wellness Center and other peers in accessing needed services and supports.
10. The Wellness Center will provide a Patient Rights Advocate and serve as the designated Patient's Rights Advocate for Amador County.
11. The Patient Rights Advocate will investigate, represent, and provide advocacy services to clients requesting a certification hearing 100% of the time as determined by court-scheduled hearings.
12. The Patient Rights Advocate will investigate, resolve, and/or identify violations, make recommendations as appropriate and document client complaints 100% of the time as determined by Amador County or the State of California.
13. The Patient Rights Advocate will participate in Patient Rights advocacy and training at each Acute, Sub-Acute, and residential setting a minimum of two times each year.

14. The Patient Rights Advocate will visit each Amador County board and care facility one time annually, maintain an accurate report of findings, and prepare an annual report for Amador County each year.
15. Participate in local meetings relating to behavioral health services, forums and events to foster community collaboration.
16. Make necessary referrals to Amador County Behavioral Health Services and other resources as appropriate.

**ATTACHMENT B – FEE SCHEDULE**

**Program Budget:**

The total program budget is \$385,000 per fiscal year.

**AMADOR WELLNESS CENTER BUDGET**

**TOTAL CONTRACT COST (FY1 18/19 + FY2 19/20 + FY3 20/21)**

**NOT TO EXCEED:**

<b>\$1,115,000.00</b>
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<b>AMADOR COUNTY RFP NO. 18-13 PROGRAM STAFFING DETAIL</b>				
<b>YEAR ONE (9/1/18 - 6/30/19; 10 MONTHS)</b>				
<b>POSITIONS:</b>	<b>No. FTEs</b>	<b>Total 10-Month Salary</b>	<b>Total Program Salary</b>	
Program Manager: Joseph Bartholomew	1.00	\$50,000.00	\$50,000.00	
Program Supervisor: Katrina Ozier	1.00	\$33,333.00	\$33,333.00	
Patients' Rights Advocate: Bobbie Harrison	0.50	\$10,417.00	\$10,417.00	
Peer Support Specialists (1 full time, 3 part time)	3.00	\$22,750.00	\$68,250.00	
<b>Total Program Salaries (Year 1):</b>	<b>5.5</b>		<b>\$162,000.00</b>	
<b>YEARS TWO &amp; THREE (7/1/19 - 6/30/20 &amp; 7/1/20 - 6/30/21; 12 MONTHS EACH)</b>				
<b>POSITIONS:</b>	<b>No. FTEs</b>	<b>Total 12-Month Salary</b>	<b>Total Program Salary</b>	
Program Manager: Joseph Bartholomew	1.00	\$60,000.00	\$60,000.00	
Program Supervisor: Katrina Ozier	1.00	\$40,000.00	\$40,000.00	
Patients' Rights Advocate: Bobbie Harrison	0.50	\$12,500.00	\$12,500.00	
Peer Support Specialists (1 full time, 3 part time)	3.00	\$27,300.00	\$81,900.00	
<b>Total Program Salaries (Years 2 and 3):</b>	<b>5.5</b>		<b>\$194,400.00</b>	
<b>ALLOCATED POSITIONS (ALL YEARS)</b>				
<b>POSITIONS:</b> Executive Director, Associate	<b>No.</b>	<b>Total Period Salary</b>	<b>Total Program</b>	



	Director, Accounting/Payroll, HR/Operations	FTEs		Salary
	<b>YEAR ONE</b> (9/1/18 - 6/30/19; 10 MONTHS)	0.065	\$354,000.00	\$23,010.00
	<b>YEAR TWO</b> (7/1/19 - 6/30/20; 12 MONTHS)	0.060	\$425,000.00	\$25,500.00
	<b>YEAR THREE</b> (7/1/20 - 6/30/21; 12 MONTHS)	0.060	\$425,000.00	\$25,500.00

**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the “Contractor”), certifies as follows:

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

Federal I.D. No. or Social Security No: 94-1476949

Printed Name: Susan Gallagher Date 1-15-19

Title: Executive Director

Signature: 

## ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of \_\_\_\_\_, 2019, made and entered into by and between the County of Amador and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the “Contractor”).

### RECITALS

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

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

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

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

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

#### 1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amador County Behavioral Health Department  
("Covered Entity")

Mental Health America of Northern  
California, a California nonprofit  
corporation ("Business Associate")

By: Melissa Cranfill, LCSW  
Melissa Cranfill  
Director of Behavioral Health Department

By: Susan Gallagher  
SUSAN GALLAGHER  
Executive Director

Date: 1/25/2019

Date: 1-15-19



# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 12, 2019

## **SUBJECT**

General Services Administration: Renewal of Amador County's Google (G Suite) account with Onix Networking Corporation, the vendor deferred to by Google for the process of the renewal, with a California Multiple Award Schedules (CMAS) contract # 3-06-70-1641B, in an amount not to exceed \$49,000.00

## **Recommendation:**

Authorize the General Services Director to Dispense with the formal bidding procedures and authorize the Purchasing Agent to issue a Purchase Order and Accept and sign the Google renewal(s).

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Jon Hopkins - GSA

## **ATTACHMENTS**

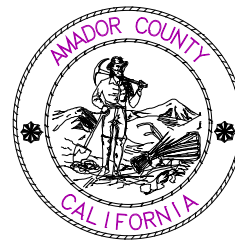
- [Google Renewal Memo 1.28.19.pdf](#)
- [2019 - Virtru Email Encryption Service.pdf](#)
- [2019 G Suite Acceptable Use Policy.pdf](#)
- [2019 G Suite Terms of Service for Additional Services.pdf](#)
- [2019 G Suite Terms of Service.pdf](#)
- [Quote - Google 2019 Renewal.pdf](#)

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@amadorgov.org](mailto:jhopkins@amadorgov.org)



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** January 28, 2019

**SUBJECT:** Renewal of Amador County's Google Account

**Background:** The County of Amador became a Google customer in 2009, utilizing the Google solution for email, calendar, document sharing, internal website, and meeting room booking. The Google account (G Suite) is up for the annual renewal (see attachments).

G Suite is certified and accredited under the Federal Risk and Authorization Management Program (FedRAMP), which sets security standards for cloud computing services in use by the United States federal government. G Suite has received an authorization to operate at the FedRAMP FIPS 199 Moderate impact level, which is the appropriate level of accreditation for systems that handle Controlled Unclassified Information (CUI).

Google has deferred the County to their processing partner Onix for the renewal of G Suite.

Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use the California Multiple Award System (CMAS) for acquisition of information technology and non-information technology products and services. PCC Sections 10298 authorizes local government agencies to use CMAS and other Department of General Services agreements without competitive bidding. However, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations. CMAS is not like WSCA-NASPO public multiple award programs where multi-state contracts are provided based upon one state taking the lead to perform the competitive bidding requirements. Instead, CMAS operates under the Federal Award Schedule in where the Federal Government has performed competitive bidding establishing multiple opportunities to choose vendors that do not exceed government established pricing. The State of California still requires state agencies to develop "Request for Offers" (RFO) and solicit three (3) vendors listed on CMAS; this is not a requirement for local agencies and the County may make its section by choosing to use one of the listed vendors on CMAS. For this purpose, the formal bid process has been satisfied for this type of service through CMAS and the Department is requesting to use Contract #3-06-70-1614B with. Onix Networking Corporation, the vendor deferred by Google for the process of the renewal

**Subject or Key Issue:** Renewal of Amador County's Google (G Suite) account.

**Analysis:** The functionality and cost of the Google software as a service (SaaS) solution has been evaluated and continues to be the most cost effective and valuable choice at this time.

**Alternatives:** Alternatives include an on-premises solution or another vendor hosted SaaS solution. Based on the features and functionality used by the County the comparable Microsoft SaaS solution is nearly three times the cost per user/year. An on-premises solutions would require the County to invest in hardware and software, and require significant investment in technical support staff time and training, rendering the on-premises solution as financially unattractive.

**Fiscal or Staffing Impacts:** The cost of the renewal is budgeted including a slight per user savings with CMAS pricing. The renewal results in no change in staffing.

**4/5ths vote:** To waive the formal bid process requires a 4/5ths vote.

**Recommendation(s):** The recommendation is hereby made to: Authorize the General Services Director to (1) Dispense with the formal bidding procedures and authorize the Purchasing Agent to issue a Purchase Order to Onix Networking Corporation, the vendor deferred to by Google for the process of the renewal, with a California Multiple Award Schedules (CMAS) contract # 3-06-70-1641B, in an amount not to exceed \$49,000.00 and; (2) Accept and sign the Google renewal(s).

c: Chuck Iley, CAO  
file



Virtru Order Form

Onix Networking Corp.  
 18519 Detroit Avenue  
 Lakewood, Ohio 44107  
 Tel: 216-529-3000

CUSTOMER TO COMPLETE THIS SECTION						
<b>CUSTOMER (Enter Company's Full Legal Name): Amador County, CA</b>						
	<b>Corporate Contact Information:</b>		<b>Billing Contact Information:</b> (if different from corporate contact)			
Attention:	Jeff White					
Address:	810 Court Street					
City, State, Zip:	Jackson, CA 95642					
Phone:	(209)223-6591					
Email:	jwhite@amadorgov.org					
Domain: amadorgov.org						
Purchase Order #:						
SKU	Order Type	Quantity	Billing Unit	License Term	Fees Per Unit	Total
Virtru Data Protection Platform - Tier 1	New	1	USD	12 Month	\$2,999.00	\$2,999.00
Virtru Pro	New	100	USD	12 Month	\$45.00	\$4500.00
Total Fees Due (excluding any applicable taxes): \$7,499.00						
Notes: Account Manager: Gaby Bryson						

Order Form Terms and Conditions

1. License Terms. This Order Form is subject to and incorporates by reference the terms and conditions of the Virtru Terms and Conditions to Virtru Pro Subscription Agreement ("Agreement") attached as Schedule A. All capitalized terms used herein have the meanings stated in the Agreement, unless stated otherwise. The terms of the Agreement shall supersede any terms in any purchase order or other ordering document.

2. Payment Terms.

2.1 Payment. All Fees are due thirty days from the invoice date. All payments due are in U.S. dollars. Payments made via wire transfer must include the following instructions:

The Huntington National Bank                      Acct Number: 01668448676                      Routing Number: 04100153

2.2 Taxes.

a. Defined. "Taxes" means any duties, customs fees, or taxes (other than Onix' or Google's income tax) associated with the sale of the Product, including any related penalties or interest.

b. Customer's Responsibility. Customer is responsible for any Taxes, and Customer will pay Onix for the Product without any reduction for such amounts. If Onix is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Onix with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Onix, Customer must provide Onix with an official tax receipt or other appropriate documentation to support such withholding.

2.3 Delinquent Payments. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Onix in collecting delinquent amounts, except where such delinquent amounts are due to Onix' billing inaccuracies.

3. Publicity. Customer agrees that Onix may include Customer's name or Brand Features in a list of Onix customers, whether online or in offline promotional materials. Customer also agrees that Onix may verbally reference Customer as Onix client.

By signing this Order Form, each party represents and warrants that (i) it has read and understands the Agreement that is incorporated by reference herein and agrees to be bound by its terms, and (ii) it has full power and authority to accept the Agreement and this Order Form Terms and Conditions.

IN WITNESS WHEREOF, this Order Form has been executed by persons duly authorized as of the date signed below ("Effective Date").

Customer: Amador County, CA

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A

### TERMS AND CONDITIONS TO VIRTRU PRO SUBSCRIPTION AGREEMENT

#### 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

**1.1 “Derivative Work”** shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

**1.2 “Materials”** shall mean the Virtru Pro software (including any object code, executable files, or browser plug-ins) or materials related thereto provided by Virtru to Customer hereunder, including, without limitation, any software downloaded from Virtru’s website or from the Virtru Pro Services; any related materials and documentation therefor; and any modifications, error corrections, bug fixes, new releases, enhanced functionality (including platform integration features not generally available to non-commercial users of Virtru’s software) or other updates thereto that may be provided hereunder by Virtru to Customer during the term of this Agreement.

**1.3 “Third Party Services”** shall mean any services used in connection with the Materials that are hosted by a party other than Virtru or Licensee.

**1.4 “Virtru Pro Services”** shall mean the Virtru hosted services made available by Virtru to Customer in connection with the Materials.

#### 2. RIGHTS IN MATERIALS AND TO USE SERVICE

**2.1 Grant of Rights.** Subject to the terms and conditions of this Agreement, Virtru (a) hereby grants to Customer a restricted, non-exclusive, nontransferable, nonsublicensable, royalty-free (except as set forth in Section 2.3), revocable right to use, during the term of this Agreement and in accordance with the documentation provided by Virtru, the Materials (the “**License**”), and (b) Virtru will make the Virtru Pro Services available to Customer pursuant to this Agreement during the term of this Agreement. Except as set forth in this Section 2.1, no other right or license of any kind is granted by Virtru to Customer hereunder with respect to the Materials or the Virtru Pro Services. Customer acknowledges and agrees that, unless otherwise agreed in writing between the parties, Customer shall be solely responsible for procuring and complying with any license or right to use any Third Party Services, including those offered by Customer’s email services provider.

**2.2 Restrictions.** Customer shall not, without the prior written consent of Virtru: (a) copy all or any portion of the Materials or Virtru Pro Services; (b) decompile, disassemble, scrape or otherwise reverse engineer the Materials, Virtru Pro Services or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Materials or used in the Virtru Pro Services or any portion thereof; (c) modify, translate or create any Derivative Works based upon the Materials or Virtru Pro Services; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Materials, in whole or in part, to any third party or export the Materials outside the United

States; (e) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in copies of the Materials or the Virtru Pro Services; (f) perform, or release the results of, benchmark tests or other comparisons of the Materials or Virtru Pro Services with other programs or services; (g) transfer the Materials to any computer other than a computer owned by Customer and used by Customer in Customer's operations; (h) permit the Materials or Virtru Pro Services to be used for processing the data of any third party; (i) incorporate the Materials, Virtru Pro Services or any portion thereof into any other program, product or service, or use the Materials or Virtru Pro Services to provide similar services or functionality to third parties; (j) provide any third party with access to the Virtru Pro Services other than as expressly permitted herein or by the Terms of Service (as defined below); (k) use the Materials or Virtru Pro Services for any unlawful or tortious purpose; or (l) use the Materials or Virtru Pro Services for any purpose other than in accordance with the terms and conditions of this Agreement or Virtru's then-current terms of service (available at <https://www.virtu.com/terms-of-service>) (the "**Terms of Service**"). Customer shall ensure that all Customer end users of the Virtru Pro Service and Materials comply with the terms and conditions of this Agreement. Customer shall be responsible for compliance with this Agreement by each Customer end user and it shall monitor and manage all Customer users in connection with this Agreement.

**2.3 Fees; Payment.** In consideration of the Virtru's provision of the Virtru Pro Services and Materials, Customer shall make payments to Virtru in accordance with the terms set forth on the cover page of this Agreement. Sales and use tax, VAT, or GST are Customer's sole responsibility, and Customer acknowledges and agrees that all fees are exclusive of all such taxes.

**2.4 Seats; Reporting.** Customer shall initially be permitted to use the Materials and Virtru Pro Services with respect to the number of seats set forth on the cover page of this Agreement (the "**Baseline Seat Count**"). Each seat shall be used by one Customer user. During the term of this Agreement, Customer will report to Virtru the total number of users of the Materials and Virtru Pro Services on an annual basis. Such report will be submitted to [sales@virtu.com](mailto:sales@virtu.com) and shall be due thirty (30) days prior to each anniversary of the date of this Agreement (each, a "**Reporting Date**") based on the actual number of users as of the date thirty (30) days prior to such Reporting Date (each, a "**Seat Count Date**"). If the actual number of Customer users as of any Seat Count Date is higher than the Baseline Seat Count, Customer will pay the "Subscription Fee per Seat" set forth on the cover page of this Agreement (the "**Subscription Fee**") for each such additional user for any Renewal Term.

**2.5 Adjustment Events.** In addition to the annual reporting required under Section 2.4 above, Customer shall report to Virtru any increase of ten percent (10%) or more in the aggregate number of Customer users in excess of the Baseline Seat Count that occurs between Reporting Dates (an "**Adjustment Event**") and agrees to pay Virtru, within thirty (30) days following any such Adjustment Event, a prorated Subscription Fee for each such additional user for the remaining portion of the applicable term and for any Renewal Term.

**2.6 Seat Count Audit.** At any time during the term of this Agreement, Virtru shall have the right to audit Customer's usage of the Virtru Pro Services and Materials (a "**Seat Count Audit**"). If the actual number of Customer users as of the date of any Seat Count Audit is higher than the Baseline Seat Count, Customer will pay the "Subscription Fee per Seat" set forth on the cover page of this Agreement for the remaining portion of the applicable term and for any Renewal Term.

### 3. SUPPORT

Virtru will provide support to Customer and its end users through Virtru's generally available online ticketing and support system. Except as expressly provided in Schedule B, which is incorporated herein by reference, in this Section 3 or as may otherwise be provided under a written support agreement entered into by Virtru and Customer, Virtru is under no obligation to support the Materials or Virtru Pro Services in any way, nor to provide any modification, error correction, bug fix, new release or other update (each an "**Update**") to or for the Materials or Virtru Pro Service. In the event Virtru, in its sole discretion, supplies or makes available any Update to Customer, such Update shall be deemed to be part of the Materials or Virtru Pro Services (as applicable) hereunder and shall be subject to the terms and conditions of this Agreement.

#### **4. PROPRIETARY RIGHTS**

**4.1 General.** As between Virtru and Customer, Virtru retains all right, title and interest, including, without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Materials, Virtru Pro Services and any portion thereof, including, without limitation, any copy or Derivative Work of the Materials, Virtru Pro Services or any portion thereof and any Update thereto. Customer agrees to take any action reasonably requested by Virtru to evidence, maintain, enforce or defend the foregoing. Customer shall not take any action to jeopardize, limit or interfere in any manner with Virtru's ownership of and rights with respect to the Materials, Virtru Pro Services or any Derivative Work or Update. Customer shall have only those rights in or to the Materials, Virtru Pro Services and any Derivative Work or Update granted to it pursuant to this Agreement.

**4.2 Feedback.** Customer and its authorized users may provide suggestions, requests, recommendations and other feedback concerning Customer's use of the Materials and Virtru Pro Services (including, without limitation, any errors or difficulties discovered with respect thereto) (the "**Feedback**"). Customer agrees that all Feedback shall be the sole property of Virtru and Virtru may use such Feedback at its discretion without the consent of Customer.

#### **5. PROPRIETARY INFORMATION**

**5.1 Proprietary Information.** Both parties acknowledge that, in the course of this Agreement each may obtain confidential or proprietary information of the other party ("**Proprietary Information**"). "Proprietary Information" will include, without limitation, (a) the existence of and terms of this Agreement, (b) trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs (whether in source code or object code form), ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, documentation, design and functional specifications, product requirements, problem reports, performance information, software documents, hardware, devices, designs, drawings, unpublished patent applications, data, plans, strategies and forecasts, and (c) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information. Virtru's "Proprietary Information" will include, without limitation, the Materials (including all Derivative Works and Updates) and all confidential information related thereto provided by Virtru to Customer in connection with this Agreement. Virtru's Proprietary Information shall, as between Customer and Virtru, belong solely to Virtru, and Customer's Proprietary Information shall, as between Customer and Virtru, belong solely to Customer.

**5.2 Use and Disclosure Restrictions.** Each party agrees (a) to protect the other party's Proprietary Information from unauthorized dissemination and use; (b) to use the other party's Proprietary Information only for the performance of this Agreement and the exercise of any rights under this Agreement; (c) not to disclose any Proprietary Information, or any part or parts thereof, to any of its employees, agents,



contractors or any other individuals except to its employees who are under confidentiality obligations no less restrictive than the requirements of this Section 5; (d) with respect to Customer, not to disclose or otherwise provide to any third party, without the prior written consent of Virtru or as otherwise set forth in a separate written agreement between the parties hereto entered into after the date hereof, as applicable, any of Virtru's Proprietary Information, materials or any data or other information produced, obtained or created by Customer in connection with Customer's use of the Materials, including, without limitation, the existence of this Agreement and the existence and possible applications of the Materials; (e) to undertake whatever action is necessary (or authorize the other party to do so in the name of such party) to prevent or remedy any breach of such party's confidentiality obligations herein set forth or any other unauthorized disclosure of any Proprietary Information by its current or former employees, agents or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Proprietary Information provided to such party by the other party.

**5.3 Exclusions.** The foregoing restrictions on disclosure and use shall not apply with respect to any Proprietary Information that: (a) is or becomes publicly known through no act or omission of the other party; (b) was rightfully known by the receiving party without confidential or proprietary restriction before receipt from the other party, as evidenced by the receiving party's contemporaneous written records; (c) becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party that does not owe a duty of confidentiality with respect to such Proprietary Information; or (d) is independently developed without the use of the Proprietary Information as evidenced by the receiving party's written records. In addition, a party may use or disclose Proprietary Information to the extent

(i) approved in writing by the other party and (ii) a party is legally compelled to disclose such Proprietary Information, provided, however, that prior to any such compelled disclosure, such party shall cooperate fully with the other party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Proprietary Information. Further, each party may disclose the terms and conditions of this Agreement: (A) in confidence, to legal counsel; (B) in confidence, to accountants, banks, and financing sources and their advisors; and (C) in connection with the enforcement of this Agreement or any rights hereunder.

**5.4 Equitable Relief.** Each party agrees that, due to the unique nature of the other party's Proprietary Information, the unauthorized disclosure or use of the other party's Proprietary Information or any other breach of any provision of this Section 5 will cause irreparable harm and significant injury to the other party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, each party agrees that the other party, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 6 without the necessity of posting any bond or other security. Each party shall notify the other party in writing immediately upon becoming aware of any such breach or threatened breach.

## **6. NO WARRANTY**

THE MATERIALS AND VIRTRU PRO SERVICES ARE PROVIDED "AS IS" AND VIRTRU DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, RELATING TO THE MATERIALS AND VIRTRU PRO SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. VIRTRU DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION INCLUDED IN, TRANSMITTED THROUGH

OR MADE AVAILABLE BY THE MATERIALS OR VIRTRU PRO SERVICES, WHICH MAY INCLUDE INACCURACIES OR ERRORS. VIRTRU DOES NOT GUARANTEE THAT THE MATERIALS OR VIRTRU PRO SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT BUGS OR MALFUNCTIONS WILL BE CORRECTED OR THAT THE MATERIALS, VIRTRU PRO SERVICES OR VIRTRU'S SERVERS ARE FREE OF HARMFUL COMPONENTS. VIRTRU DOES NOT GUARANTEE THAT THE MATERIALS OR VIRTRU PRO SERVICES ARE ACCURATE, WITHOUT ERROR OR RELIABLE.

## 7. VIRTRU'S ENTIRE LIABILITY

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (a) IN NO EVENT SHALL VIRTRU OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INADVERTENT DISCLOSURE OF DATA, OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, EVEN IF VIRTRU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, AND (b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, VIRTRU'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), IF ANY, SHALL NOT EXCEED ONE THOUSAND DOLLARS (US\$1,000).

## 8. INDEMNIFICATION

Customer shall defend, indemnify and hold Virtru harmless against any loss, liability, damage or cost (including reasonable attorneys' fees) in connection with claims, actions, demands, suits, or proceedings made or brought against Virtru by a third party alleging (a) that any modification or addition to the Materials or Virtru Pro Services made by or for Customer (other than by Virtru) infringes a copyright, mask work right, trade secret, trademark right or patent of the third party; (b) in combination with any other product or service not provided, specified or recommended in writing by Virtru for use with the Materials or Virtru Pro Services; or (b) with respect to the development, manufacture, marketing, sales, distribution or use of any of the Materials or Virtru Pro Services, including, without limitation, a product liability claim or a claim for breach of any warranty or support obligations. In connection with a claim under this Section 9, Virtru shall: (i) provide Customer with prompt notice of the claim; (ii) permit Customer to control the defense and any settlement of the claim (provided that Customer may not settle any claim unless such settlement unconditionally releases Virtru of all liability in connection with such claim); and (iii) provide cooperation as reasonably requested by Customer (at Customer's expense).

## 9. TERM AND TERMINATION

**9.1 Term.** This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to the terms hereof, shall continue in full force and effect for one (1) year (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**"), unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The automatic renewal of this Agreement will be for the Baseline Seat Count, as adjusted pursuant to Sections 2.4, 2.5 and/or 2.6, on the same payment terms as set forth on the cover page of this Agreement.

**9.2 Termination.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party fails to perform any of its duties or obligations hereunder and, except with respect to Customer's breach of Section 2.1 or 2.2, which breach shall not be subject to any cure period, fails to cure such default within thirty (30) days following receipt of written notice from the non-defaulting party specifying the occurrence or existence of the default. Customer shall notify Virtru within twenty-four (24) hours of Customer becoming aware of any breach (other than by Virtru) of the terms and conditions of this Agreement, including, without limitation, Sections 2 and 5.

**9.3 Effect of Termination.** Upon the expiration or termination of this Agreement, the rights granted to Customer hereunder shall terminate, Customer will cease all use of the Materials, return to Virtru or destroy the Materials in its possession, and, upon Virtru's request, so certify such actions to Virtru. Any costs incurred in returning or destroying the Materials upon termination shall be borne by Customer. The provisions of Sections 2.2, 4.2, 5, 6, 7, 8, 9.3, and 10 shall survive the expiration or any termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

## **10. GENERAL PROVISIONS**

**10.1 Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth on the cover page of this Agreement and to the notice of the person executing this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 10.1).

**10.2 Assignment.** This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by Customer without the prior written consent of Virtru. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind, and inure to the benefit of, their respective assignees and successors and is binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section 10.2 shall be null and void.

**10.3 Governing Law, Jurisdiction and Venue.** This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia (but expressly excluding the Uniform Computer Information Transactions Act ("UCITA") as enacted in Virginia) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia (excluding UCITA) to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Virginia or in state courts with jurisdiction over Fairfax County, Virginia, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

**10.4 Attorneys' Fees.** If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final

judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith.

**10.5 Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

**10.6 Severability.** If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**10.7 Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors.

**10.8 Restricted Rights.** If Customer is an agency or instrumentality of the United States Government, the Materials are "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use reproduction and disclosure of the Materials are governed by the terms of this Agreement.

**10.9 Reference.** Customer agrees to serve as a "reference customer" that may be disclosed by Virtru to third parties (including by displaying Customer's name, logo and/or a link to Customer's web site on Virtru's web site) and, upon reasonable notice from Virtru, shall serve as a reference to potential customers, vendors, investors, or other third parties designated by Virtru; provided, however, that Virtru shall provide Customer with reasonable prior notice of its need to have Customer serve as a reference.

**10.10 Entire Agreement.** This Agreement, any Schedules and any Exhibits attached hereto and incorporated herein by reference, and the Terms of Service constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of each of Virtru and Customer.

**10.11 Counterparts and Electronic Signatures.** The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered electronically or by facsimile transmission, and the parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

## **SCHEDULE B**

### **MAINTENANCE AND SUPPORT SERVICES SCHEDULE**

#### **1. DEFINITIONS**

For purposes of this Schedule, the following term shall have the following meaning:

- (a) “**Support Services**” means the delivery of front-end support to Customer’s end users by telephone, email or other methods and the training of Customer’s end users, in each case relating to the use of the Materials and Virtru Pro Services.

#### **2. SUPPORT SERVICES.**

Virtru will be responsible for providing Customer’s end users with Support Services. Virtru will not be required to provide the Support Services if Customer has failed to pay any amount payable to Virtru under this Agreement and such amount is more than thirty (30) days overdue.

#### **3. UPDATES.**

Virtru will provide Customer with one copy of each Update made generally available by Virtru to its customers that pay for customer support and maintenance during the term of this Agreement.

#### **4. SUPPORT HOURS.**

Virtru will provide the Support Services during Virtru’s normal business hours, Monday to Friday, except holidays. Virtru will respond to Customer support inquiries or requests within one business day.





## G Suite Acceptable Use Policy

Use of the Services is subject to this acceptable use policy ("[AUP](#)").

If not defined here, capitalized terms have the meaning stated in the applicable contract ("[Agreement](#)") between customer, reseller or other authorized user ("[You](#)") and Google.

You agree not to, and not to allow third parties or Your End Users, to use the Services:

- to generate or facilitate unsolicited bulk commercial email;
- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- to alter, disable, interfere with or circumvent any aspect of the Services;
- to test or reverse-engineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- to grant multiple individuals access to an individual End User Account other than via the delegation features provided within the Services;
- to create End User Accounts assigned to business functions rather than to human beings for the purpose of sharing files within or outside of the domain;
- to resell End User Accounts or parts thereof as added into a commercial product offered to third parties;
- to record audio or video communications without consent if such consent is required by applicable laws and regulations (You are solely responsible for ensuring compliance with all applicable laws and regulations in the relevant jurisdiction(s)).

If You use G Suite for Education, You agree to use the Services or any Additional Services made available to End Users for educational purposes only, as authorized by your school. Your school must obtain parental consent for the collection and use of personal information in the [Additional Services](#) that it allows End Users to access before allowing any End Users under the age of 18 to use those services.

Your failure to comply with the AUP may result in suspension or termination, or both, of the Services pursuant to the Agreement.



## Additional Product Terms

Google may make available from time to time one or more Google product(s) and/or service(s) referred to as “Additional Products” or “Additional Services” in Customer’s G Suite Agreement, Cloud Identity Agreement or Hire Agreement (as applicable, the “**Agreement**”). For purposes of these Additional Product Terms, such product(s) and/or service(s) will be collectively referred to as “**Additional Products**”.

If Customer or any End User uses any Additional Products, Customer agrees to these Additional Product Terms, which will be incorporated into the applicable Agreement. If Customer or any End User uses any such Additional Products, Customer also agrees to any separate terms of service applicable to such products (each, the “**Terms of Service**”), as described below. For clarity, the Terms of Service will each form a separate agreement and are not governed by, or incorporated into, the applicable Agreement.

If Customer does not wish to enable any Additional Products, or if you are acting on behalf of Customer but do not have the requisite authority to bind Customer to these Additional Product Terms or any applicable Terms of Service, please disable such Additional Products via the functionality of the Services.

1. **Definitions.** All capitalised terms used in these Additional Product Terms have the meanings given to them in the applicable Agreement, unless otherwise defined or stated herein.
2. **Applicable Terms of Service.** The Additional Products will be governed by the Additional Product Terms and any applicable Terms of Service, and Customer is responsible for ensuring that its End Users comply with such Terms of Service. The Additional Products and all applicable Terms of Service are located at <http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865> (or such other URL as Google may provide) and may be updated or modified by Google from time to time.
3. **Availability.** Additional Products may not be available in all countries.
4. **Technical Support.** Customer is responsible for responding to questions from End Users relating to Customer's or End Users' use of the Additional Products. Google only provides technical support services for the Additional Products to the extent described in the applicable Terms of Service, and will not provide other technical support for the Additional Products, unless Google agrees otherwise in writing.
5. **Compliance with Laws.** Customer agrees that it will provide Additional Products to its End Users in compliance with all applicable laws and regulations, including privacy and data protection laws, the U.S. Family Educational Rights and Privacy Act of 1974 (FERPA), Children’s Internet Protection Act (CIPA), and the Children’s Online Privacy Protection Act of 1998 (COPPA).
6. **Customer Access to End User Data.** Customer may be able to access, monitor, delete, rectify, export, use or disclose data provided by and related to End Users in the context of Additional Products or to disable End User Accounts for Additional Products. To the extent Customer has any such abilities, Customer will provide End Users with relevant information and facilitate the exercise of any related rights of End Users under privacy or data protection laws. If Google receives any request from an End User pertaining to Customer’s processing of his/her personal data in relation to any Additional Products, Google will advise the End User to submit his/her request to Customer, and Customer will be responsible for responding to the request.
7. **End User Consent.** Except in relation to End Users described in Section 8 (Parental Consent), Customer will, before it allows any End Users to access or use any Additional Products, obtain and maintain consents from those End Users to the collection and use of their personal information in connection with those Additional Products.
8. **Parental Consent.** Before Customer allows any End Users who are under the age of 16 (or such other minimum age as specified in the relevant European Union member state) and resident in the European Economic Area, or any other End Users under the age of 18, to access or use any Additional Products, Customer will obtain parental consent for the collection and use of personal data in connection with those Additional Products.
9. **Google Pay.** A Google Pay account opened by an End User is the End User's personal account and is subject to extensive regulatory requirements and prohibitions. While Customer may suspend an End User's access to his/her Google Pay account, Customer may not use an End User's Google Pay account or make any changes to the information in such Google Pay account. Customer may access information in an End User's Google Pay account only in accordance with Google Pay privacy policies and Customer's privacy policy.
10. **Refund for Paid Services.** If Customer disables an Additional Product for which Customer or an End User has provided payment, Google will not be obliged to refund any fees paid by Customer and/or the End User for unused paid services. Customer will indemnify Google from and against all liabilities, damages, losses, expenses and costs (including settlement costs and reasonable legal fees) arising out of End User claims concerning refunds for such paid services.
11. **Severability.** If any part of these Additional Product Terms is found to be unenforceable, the remainder of the Additional Product Terms will remain in full force and effect.
12. **Modifications.** Google may modify these Additional Product Terms from time to time.
13. **Interpretation of Conflicting Terms.** To the extent of any conflict or inconsistency between these Additional Product Terms and the remainder of the applicable Agreement, the Agreement will prevail. To the extent of any conflict or inconsistency between these Additional Product Terms and any applicable Terms of Service, the Terms of Service will prevail.



# G Suite (Online) Agreement

Go to the [Additional Terms](#) for services made available with the new accounts infrastructure

This G Suite (Online) Agreement (the “Agreement”) is entered into by and between Google LLC, with offices at 1600 Amphitheatre Parkway Mountain View, California 94043 (“Google”) and the entity agreeing to these terms (“Customer”). This Agreement is effective as of the date you click the “I Accept” button below or, if applicable, the date the Agreement is countersigned (the “Effective Date”). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the party that you represent to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity please do not click the “I Accept” button below (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services as ordered in the applicable Order Form.

## 1. Services.

1.1 **Facilities and Data Transfer.** All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. As part of providing the Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

1.2 **No Ads.** Notwithstanding any other term of the Agreement, Google will not process Customer Data for Advertising purposes or serve Advertising in the Services.

1.3 **New Features or Services.** Google may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.

### 1.4 Modifications.

(a) **Changes to Services.** Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Core Services, Google will inform Customer, by either sending an email to the Notification Email Address or alerting Customer through the Admin Console.

(b) **Changes to URL Terms.** Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer through the Admin Console. Material changes to the URL Terms will become effective 30 days after the notice is given, except if the changes apply to new functionality in which case the changes will be effective immediately. If the change has a material adverse impact on Customer, and the change, is not a result of Google complying with a court order or applicable law, Customer may notify Google within thirty days after being informed of the change that Customer does not agree with the change. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the earlier of: (i) the end of the then-current Term or (ii) 12 months after Google informs Customer of the change, unless the modification to the URL Terms is in response to a court order or to comply with applicable law. If the Agreement renews, it will do so under the updated URL Terms.

(c) **Discontinuance of Services.** Subject to Section 1.4(d), Google can discontinue any Services or any portion or feature for any reason at any time without liability to Customer.

(d) **Deprecation Policy.** Google will notify Customer if it intends to make a Significant Deprecation. Google will use commercially reasonable efforts to continue to provide the Core Services without a Significant Deprecation for at least one year after that notification, unless (as Google determines in its reasonable good faith judgment): (i) otherwise required by law or by contract (including if there is a change in applicable law or contract), or (ii) doing so could create a security risk or a substantial economic or technical burden. This policy is the “Deprecation Policy.”

1.5 **Customer Domain Name.** Customer is responsible for obtaining and maintaining any rights necessary for Customer's and Google's use of the Customer Domain Names under the Agreement. Google or Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

1.6 **Service Specific Terms.** The Service Specific Terms are incorporated by this reference into the Agreement.

## 2. Customer Obligations.

2.1 **Compliance.** Customer must ensure that all use of the Services by Customer and its End Users complies with this Agreement including the Acceptable Use Policy.

2.2 **Additional Products.** Google may make Additional Products available to Customer and its End Users in accordance with the applicable product-specific Additional Product Terms. Except to the extent described in the Additional Product Terms, Additional Products are not subject to or governed by this Agreement. Customer can enable or disable Additional Products and is not required to use Additional Products in order to use the Services.

**2.3 Customer Administration of the Services.** Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.

**2.4 Administrator Access; End User Consent.**

(a) **Administrator Access.** Administrators will have the ability to access all Customer's End User Accounts, including the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.

(b) **Reseller as Administrator.** If Customer orders Services via Reseller, Reseller may have Administrator access to Customer's Account and Customer's End User Accounts. As between Google and Customer, Customer is solely responsible for: (i) any access by Reseller to Customer's Account or Customer's End User Accounts; and (ii) defining in the Reseller Agreement any rights or obligations as between Reseller and Customer with respect to the Services.

(c) **End User Consent.** Customer will obtain and maintain all required consents from End Users to allow: (i) Administrators to have the access described in this Agreement; and (ii) Google's provision of the Services to Administrators and End Users.

**2.5 Unauthorized Use.** Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

**2.6 Restrictions on Use.** Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws; (f) use or access the Services in a manner intended to avoid incurring Fees; or (g) use the Services on behalf of or for the benefit of any entity or person who is prohibited from using the Services by United States laws or regulations. Customer is solely responsible for any applicable compliance with HIPAA.

**2.7 Support.** Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Google.

**2.8 Aliases.** Customer is solely responsible for monitoring, responding to and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

**3. Billing and Payment.**

**3.1 Orders via Reseller.** If Customer orders the Services from Reseller: (a) any payments will be made directly to Reseller pursuant to the Reseller Agreement; (b) the remaining provisions in this Section 3 (Payment) will not apply; (c) Google will provide to Reseller any refunds or credits that may be due in respect of Customer; and (d) any obligation on the part of Reseller to provide any such refunds or credits to Customer will depend on the terms of the Reseller Agreement.

**3.2 Billing.** Customer will pay all Fees for the Services. Google's measurement tools will be used to determine Customer's usage of the Services. Customer may elect one of the following billing options, or from among other options offered by Google, when placing its order for the Services. Google may change its offering of billing options, including by limiting or ceasing to offer any billing option, upon thirty days written notice to Customer (which may be by email). Billing options may not be available to all customers. Customer may pay for the Services using the payment options listed in Section 3.3 below.

(a) **Monthly Plan.** If Customer selects this option, Customer will not be committed to purchase the Services for a pre-defined term, but will pay for the Services on a monthly basis. Google will bill Customer: (i) Fees based upon Customer's daily usage of the Services during the preceding month; and (ii) monthly in arrears for its use of the Services. Google will provide Customer with the monthly rate for the Services when Customer orders the Services, and will use this rate to calculate the Fees, on a prorated basis, for Customer's daily usage during that month. Any partial day of Services usages will be rounded up to a full day of Services usage for the purposes of calculating Fees.

(b) **Annual Plan.** If Customer selects this option, Customer will be committed to purchasing the Services from Google for an annual term. Google will bill Customer according to the terms associated with Customer's elections on the Order Form.

**3.3 Payment.** All payments due are in U.S. dollars unless otherwise indicated on the Order Form or invoice.

(a) **Credit Card or Debit Card.** Fees for orders where Customer is paying with a credit card, debit card or other non-invoice form of payment, are due at the end of the month during which Customer received the Services. For credit cards, or debit cards, as applicable: (i) Google will charge Customer for all applicable Fees when due and (ii) these Fees are considered delinquent thirty days after the end of the month during which Customer received the Services.

(b) **Invoices.** Payments for invoices are due thirty days after the invoice date, unless otherwise specified on the Order Form, and are considered delinquent after such date.

(c) **Other Forms of Payment.** Customer may change its payment method to those available within the Admin Console. Google may enable other forms of payment by making them available in the Admin Console. These other forms of payment may be subject to additional terms which Customer may have to accept prior using the additional forms of payment.

3.4 **Delinquent Payments.** Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.

3.5 **Purchase Orders.**

(a) **Required.** If Customer wants a Purchase Order number on its invoice, Customer will inform Google and issue a Purchase Order to Google. If Customer requires a Purchase Order, and fails to provide the Purchase Order to Google, then Google will not be obligated to provide the Services until the Purchase Order has been received by Google. Any terms and conditions on a Purchase Order do not apply to this Agreement and are null and void.

(b) **Not Required.** If Customer does not require a Purchase Order number to be included on the invoice, Customer will provide Google a waiver of the Purchase Order requirement, which may be an email to this effect. If Customer waives the Purchase Order requirement, then: (a) Google will invoice Customer without a Purchase Order; and (b) Customer agrees to pay invoices without a Purchase Order.

3.6 **Taxes.** Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for taxes. If Google is obligated to collect or remit Taxes imposed on Customer, the Taxes will be invoiced to Customer, unless Customer provides Google with a timely and valid tax exemption certificate (or other documentation as required for the exemption) authorized by the appropriate taxing authority. In some jurisdictions the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale.

4. **Technical Support Services.** Google will provide TSS to Customer during the Term in accordance with the TSS Guidelines subject to payment of support Fees, if applicable. Customer acknowledges and agrees that Reseller may disclose End User personal data to Google as reasonably required in order for Reseller to handle any support issues that Customer may choose to escalate to or via Reseller.

5. **Suspension.**

5.1 **Of End User Accounts by Google.** If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.

5.2 **Emergency Security Issues.** Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

5.3 **Suspension for Non-Payment.**

(a) **Automatic Suspension.** Customer will have thirty days to pay Google delinquent Fees. If Customer does not pay Google delinquent Fees within thirty days, Google will automatically suspend Customer's use of the Services. The duration of this suspension will be until Customer pays Google all outstanding Fees.

(b) **During Suspension.** If Customer is on a monthly billing plan, and Customer is suspended for non-payment, Google will stop charging Customer monthly Fees during Customer's suspension for non-payment. If Customer has an annual commitment to Google for the Services, Google will continue to charge Customer monthly Fees during Customer's suspension for non-payment and Customer must pay all outstanding Fees in order to resume its use of the Services.

(c) **Termination After Suspension.** If Customer remains suspended for non-payment for more than sixty days, Google may terminate Customer for cause pursuant to Section 11.

5.4 **Suspension to Comply with Laws.** Google may at its sole discretion Suspend the provision of any Services at any time if required to comply with any applicable law.

6. **Confidential Information.**

6.1 **Obligations.** Subject to Section 6.2 (Disclosure of Confidential Information) the recipient will not disclose the discloser's Confidential Information, except to employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

6.2 **Disclosure of Confidential Information.**

(a) General. Subject to Section 6.2(b), the recipient may disclose the discloser's Confidential Information (i) in accordance with a Legal Process or (ii) with the discloser's written consent.

(b) Notification. Before the recipient discloses the discloser's Confidential Information in accordance with a Legal Process, the recipient will use commercially reasonable efforts to promptly notify the discloser Google will give notice via the Notification Email Address. The recipient does not need to provide notice before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury to any person.

(c) Opposition. Recipient will comply with the other party's reasonable requests opposing disclosure of its Confidential Information.

7. **Intellectual Property Rights; Brand Features.**

7.1 **Intellectual Property Rights.** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Services and Software.

7.2 **Display of Brand Features.** Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services) within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

7.3 **Brand Features Limitation.** Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

8. **Publicity.** In connection with Customer's use of the Services, (a) Customer may state publicly that it is a Google customer and display Google Brand Features consistent with the Trademark Guidelines and (b) Google may (i) orally state that Customer is a Google customer and (ii) include Customer's name or Customer Brand Features in a list of Google customers in Google's online or offline promotional materials. Neither party needs approval if it is using the other party's name or Brand Features in a manner that is substantially similar to a previously approved manner. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features under this Section with written notice to the other party and a reasonable period to stop the use.

9. **Representations, Warranties and Disclaimers.**

9.1 **Representations and Warranties.** Each party represents that (a) it has full power and authority to enter into the Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Google warrants that it will provide the Services in accordance with the applicable SLA.

9.2 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) NEITHER PARTY NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT; AND (B) NEITHER GOOGLE NOR ITS SUPPLIERS WARRANTS THAT OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

10. **Term**

10.1 **Agreement Term.** This Agreement will remain in effect for the Term.

10.2 **Term and Purchases During Term.** Google will provide the Services to Customer during the Term. Unless the parties agree otherwise in writing, End User Accounts purchased during any Term will have a prorated term ending on the last day of that Term.

10.3 **Renewal.**

(a) **With a Monthly Plan.** With a Monthly Plan Customer is not committed to purchase the Services for a pre-defined term. As a result, there is no renewal event for the Monthly Plan. Rather, Google will continue billing Customer fees consistent with Section 3.1(a) above.

(b) **With an Annual Plan.** At the end of each Term, the Services will renew consistent with Customer's elections on the Order Form or Admin Console.

(c) **Generally.** Customer may alter the number of End User Accounts to be renewed by communicating the appropriate number of accounts to be renewed to Google via the Admin Console. Customer will continue to pay Google the then-current Fees for each renewed End User Account unless Customer and Google mutually agree otherwise. If one party does not want the Services to renew, then it will provide the other party written notice to this effect at least fifteen days prior to the end of the then current Term. This notice of non renewal will be effective upon the conclusion of the then current Term.

10.4 **Requesting End User Accounts.** Customer may request additional End User Accounts during a Term by: (i) contacting its designated Google Account Manager or Reseller, as applicable; or (ii) ordering End User Accounts via the Admin Console.

10.5 **Revising Rates.** Google may revise its rates for the following Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the following Term.

11. **Termination.**

11.1 **Termination for Cause.** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

11.2 **Effects of Termination.** If this Agreement terminates or expires, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in Section 11.2 and Section 14.12 (Survival)); (ii) Customer will not have access to, or the ability to export,

the Customer Data after the effective date of termination or expiry of the Agreement; (iii) all Fees owed by Customer to Google are immediately due; (iv) Customer will not have access to, or the ability to export, Customer Data after the effective date of termination or expiry of the Agreement and will be responsible for determining whether (and the extent to which) to use the functionality of the Services to delete Customer Data prior to such date; (v) Google will delete Customer Data in accordance with the terms of the Agreement; and (vi) upon request each party will promptly use reasonable efforts to return or destroy any remaining Confidential Information of the other party. If a Customer on an annual plan terminates the Agreement prior to the conclusion of its annual plan, Google will bill Customer, and Customer is responsible for paying Google, for the remaining unpaid amount of Customer's annual commitment.

## 12. **Defense and Indemnity.**

12.1 **Google Indemnification Obligations.** Subject to Section 12.4 (Conditions), Google will defend Customer and any of its Affiliates participating under this Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that Customer Indemnified Parties' use in accordance with this Agreement of Google's technology used to provide the Services (excluding any open source software) or of Google's Brand Features infringes the third party's Intellectual Property Rights.

12.2 **Customer Indemnification Obligations.** Subject to Section 12.4 (Conditions), Customer will defend Google and its Affiliates ("Google Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from: (a) Customer Data, Customer Brand Features, and Application, Project and Instance (if applicable); (b) Customer's or an End User's use of the Services in violation of the Acceptable Use Policy.

12.3 **Exclusions.** This Section 12 will not apply to the extent the underlying allegation arises from: modifications to the indemnifying party's technology or Brand Features by anyone other than the indemnifying party; or combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party.

12.4 **Conditions.** Obligations under Sections 12.1 (Google Indemnification Obligations) and 12.2 (Customer's Indemnification Obligations) are conditioned on the following:

(a) The indemnified party has promptly notified the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 12.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 12.1 or 12.2 (as applicable) will be reduced in proportion to the prejudice.

(b) The indemnified party tenders sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

## 12.5 **Remedies.**

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 12.5(a) are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services.

12.6 **Sole Rights and Obligations.** Without affecting either party's termination rights, this Section 12 states the parties' only rights and obligations under this Agreement for any third party's Intellectual Property Rights allegations and Third-Party Legal Proceedings.

## 13. **Limitation of Liability.**

13.1 **Limitations.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 13.2 (EXCEPTIONS TO LIMITATIONS),

(a) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: (i) THE OTHER PARTY'S LOST REVENUES (ii) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR (iii) EXEMPLARY OR PUNITIVE DAMAGES; AND

(b) EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY CUSTOMER DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

13.2 **Exceptions to Limitations.** NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) OBLIGATIONS UNDER SECTION 12 (DEFENSE AND INDEMNITY); (D) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (E) PAYMENT OBLIGATIONS; OR (F) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 14. **Miscellaneous.**

14.1 **Notices.** Google may provide any notice to Customer under this Agreement by: (a) sending an email to Notification Email Address or by (b) posting a notice in the Admin Console. Customer may provide notice to Google under this Agreement by sending an email to Google's

legal department at legal-notices@google.com. Notice will be treated as received when (x) the email is sent, whether or not the other party has received the email or (y) notice is posted in the Admin Console.

14.2 **Assignment.** Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

14.3 **Change of Control.** Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

14.4 **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

14.5 **No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

14.6 **Severability.** If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

14.7 **No Agency.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

14.8 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

14.9 **Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.

14.10 **Governing Law.** This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

14.11 **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.

14.12 **Survival.** The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 11.2, 12, 13, 14 and 15.

14.13 **Entire Agreement.** This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

14.14 **Interpretation of Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form, the Agreement, and the terms located at any URL.

14.15 **Counterparts.** The parties may enter into this Agreement by executing the applicable Order Form, which may be executed in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

## 15. **Definitions.**

**"Acceptable Use Policy"** means the acceptable use policy for the Services available at [https://www.google.com/a/help/intl/en/admins/use\\_policy.html](https://www.google.com/a/help/intl/en/admins/use_policy.html) or such other URL as may be provided by Google.

**"Account"** means Customer's Google account credentials and correlating access to the Services under this Agreement.

**"Account Manager"** means the Google business person working with Customer regarding Customer's purchase of the Services.

**"Additional Products"** means products, services and applications that are not part of the Services but that may be accessible, via the Admin Console or otherwise, for use with the Services.

**"Additional Product Terms"** means the then-current terms at [https://gsuite.google.com/intl/en/terms/additional\\_services.html](https://gsuite.google.com/intl/en/terms/additional_services.html) or other such URL as Google may provide.

**"Admin Account(s)"** means the administrative account(s) provided to Customer by Google for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer.

**"Admin Console"** means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

**"Administrators"** mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

**"Advertising"** means online advertisements displayed by Google to End Users, excluding any advertisements Customer expressly chooses to have Google or any Google Affiliate display in connection with the Services under a separate agreement (for example, Google AdSense advertisements implemented by Customer on a website created by Customer using the "Google Sites" functionality within the Services).

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

**"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

**"Confidential Information"** means information that one party (or Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is Customer's Confidential Information.

**"Core Services"** means the Core Services for G Suite as described in the Services Summary.

**"Customer Data"** means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.



**“Customer Domain Names”** mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Form.

**“Emergency Security Issue”** means either: (a) Customer’s or End Users’ use of the Services in violation of the Acceptable Use Policy, in a way that disrupts: (i) the Services; (ii) other customers’ use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) to prevent unauthorized third party access to the Services or data within the Services.

**“End Users”** means the individuals Customer permits to use the Services.

**“End User Account”** means a Google-hosted account established by Customer through the Services for an End User.

**“Export Control Laws”** means all applicable export and reexport control laws and regulations, including trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State, but excluding the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce.

**“Fees”** means the amounts invoiced to Customer by Google, or Reseller, if applicable, for the Services as described in an Order Form.

**“Help Center”** means the Google help center accessible at <https://www.google.com/support/>, or other such URL as Google may provide.

**“High Risk Activities”** means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

**“Indemnified Liabilities”** means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

**“Initial Term”** means the term for the applicable Services beginning on the Service Commencement Date and continuing for the duration set forth on the Order Form.

**“Intellectual Property Rights”** means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

**“Legal Process”** means a data disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

**“Liability”** means any liability, whether under contract, tort, or otherwise, including for negligence.

**“Notification Email Address”** means the email address(es) designated by Customer in the Admin Console to receive certain notifications from Google. It is Customer’s responsibility to keep the Notification Email Address(es) valid and current.

**“Order Form”** means the online order page or pages, or other ordering document acceptable to Google under this Agreement, that Customer completes when signing up and specifies the Services Google will provide to Customer under the Agreement, and which may include: (i) applicable billing and renewal terms; (ii) Fees; (iii) number of, and Initial Services Term for, End User Accounts; (iv) the applicable form of payment; and (v) Customer Domain Names.

**“Other Services”** means the “Other Services for G Suite” as described in the Services Summary.

**“Purchase Order”** means a Customer issued purchase order.

**“Reseller”** means, if applicable, the authorized third party reseller that sells or supplies the Services to Customer.

**“Reseller Agreement”** means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of this Agreement.

**“Service Commencement Date”** is the date upon which Google makes the Services available to Customer, and will be within one week of Google’s receipt of the applicable Order Form signed by Customer, unless otherwise agreed by the parties.

**“Service Pages”** mean the web pages displaying the Services to End Users.

**“Service Specific Terms”** means the terms specific to one or more Services at: <https://gsuite.google.com/terms/service-terms/>.

**“Services”** means the applicable Core Services and Other Services provided by Google and used by Customer under this Agreement.

**“Services Summary”** means the description of the Services, and related editions, as described here: [https://gsuite.google.com/intl/en/terms/user\\_features.html](https://gsuite.google.com/intl/en/terms/user_features.html), or such other URL as Google may provide.

**“Significant Deprecation”** means to discontinue or to make backwards incompatible changes to the Core Services that results in Google no longer providing to its enterprise-customer base the ability to: (1) to send and receive e-mail messages; (2) schedule and manage events; (3) create, share, store and sync files; (4) communicate with other end users in real time; or (5) search, archive, and export email messages.

**“SLA”** means the Service Level Agreement located here: <https://www.google.com/a/help/intl/en/admins/sla.html>, or such other URL as Google may provide.

**“Suspend”** means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

**“Taxes”** means any duties, customs fees, or taxes (other than Google’s income tax), including indirect taxes such as “goods and services tax” and “value-added tax,” associated with the sale of the Services, including any related penalties or interest.

**“Term”** means the Initial Term and all renewal terms for the applicable Services.

**"Third-Party Legal Proceeding"** means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

**"TSS"** means the technical support services provided by Google to the Administrators under the TSS Guidelines.

**"TSS Guidelines"** means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <https://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

**"URL Terms"** means the Acceptable Use Policy, Service Specific Terms, the SLA, and the TSS Guidelines.

Version: November 15, 2018



**ONIX NETWORKING CORPORATION**  
 Enterprise Group  
 18519 Detroit Ave. • Lakewood, OH 44107  
 (800) 664-9638 • Fax (216) 529-3020 • www.onixnet.com



<b>Date:</b>
01/25/2019
<b>Contact:</b>
Jeff White
<b>Phone:</b>
(209) 223-6591
<b>Email:</b>
jwhite@amadorgov.org
<b>Company:Address:</b>
Amador County 810 Court Street Jackson, CA 95642

**Google G Suite  
Solution Proposal**

<b>Quote No:</b>
GB-01242019-01
<b>Onix Contact:</b>
<b>Phone:</b> Gabriela Bryson 216-529-3015 Direct
<b>Email:</b> <a href="mailto:gaby@onixnet.com">gaby@onixnet.com</a>
<b>Google Apps Domain:</b> <a href="http://amadorgov.org">amadorgov.org</a>

Price Quotation - G Suite				
Product Sku	Description	Price	Quantity	Extended Price
<b>GAPPS-PREM-1USER-12MO</b>	G Suite Basic - 12 month license/support term; 1 seat; Term: 2/18/2019 - 02/18/2020	<b>\$48.36</b>	<b>505</b>	<b>\$24,421.80</b>
<b>GAPPS-VAULT-1USER-12MO</b>	G Suite Vault: 12 month license/support term; 1 seat; Term: 2/18/2019 - 02/18/2020	<b>\$31.65</b>	<b>505</b>	<b>\$15,983.25</b>
<b>GAPPS-STOR-20GB-1USER-12MO-STD</b>	Google Storage; New/Renewal (20GB) Term: 2/18/2019 - 02/18/2020	<b>\$38.68</b>	<b>1</b>	<b>\$38.68</b>
<b>Virtru Data Protection Platform - SMB</b>	Provides the key mgmt, authentication, recipient access, & control that underpin Virtru's application interfaces. Includes Access Control and Policy Managers, Key Mgmt, Secure Reader, Control Center, HIPAA Enforcement / Signed BAA, & custom templates.	<b>\$2,999.00</b>	<b>1</b>	<b>\$2,999.00</b>
<b>Client-Side Email Protection Plugin</b>	Access to Virtru's Gmail browser extension, Outlook desktop plugin, Outlook Web App (OWA) for Office 365 browser extension, and iOS and Android apps.	<b>\$45.00</b>	<b>100</b>	<b>\$4,500.00</b>
<b>Total</b>				<b>\$47,942.73</b>

**This quote expires in 30 days**

<b>Address Purchase Orders to:</b>	<b>Company Information:</b>
<b>Onix Networking Corp.</b> 18519 Detroit Ave. Lakewood, OH 44107 (800) 664-9638  All prices are in US Dollars. Payment terms are Net 30 days from receipt of product and/or beginning of maintenance or support. The quote does not include sales taxes. If sales taxes are applicable to this order, they will be included on the invoice.  This quotation, and any resulting sale or contract, is subject to and incorporates by reference the License Agreement for G Suite via Reseller Agreement: <a href="https://www.google.com/apps/intl/en/terms/reseller_premier_terms.html">https://www.google.com/apps/intl/en/terms/reseller_premier_terms.html</a> The Terms govern customer's access to and use of these services and products and shall not be superseded by any terms contained in a purchase order or any other agreement, unless agreed to and signed by both parties.  Submission of an order to Onix Networking Corp. by returning this quote with signature and by submitting an order to Onix Networking Corp. by any other means, including a purchase order, constitutes a non-cancelable purchase.	<b>EFT: ABA (routing #) 041200555, Acct # 5746000202</b> <b>DFAS: WInS (Web Invoicing System)</b> <b>GSA Finance Electronic Invoicing System</b>  <a href="http://Onix Networking Corp.">Onix Networking Corp.</a> 18519 Detroit Ave. Lakewood, OH 44107 www.onixnet.com  Cage Code: 0ZZJ6 D&B Number: 80-7896121 Federal ID Number: 34-1729033  <b>Status: Small Business</b>

**Onix Networking - Confidential Information**

By signing this quote, I acknowledge that I am authorized to execute this order on behalf of customer and have carefully read, understand and fully agree to the terms and conditions.

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 12, 2019

## **SUBJECT**

General Services Administration: Agreement with Blue Ridge Services, Inc. for engineering, design and work plan development for landfill compliance projects such as the Phase 1 top surface repairs and class II pond modifications in an amount not to exceed \$40K. This firm is considered an expert in this field and due to their unique experience dispensing with the formal bid process is recommended.

## **Recommendation:**

Dispense with the formal bidding procedures and Approve Agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Jon Hopkins - GSA

## **ATTACHMENTS**

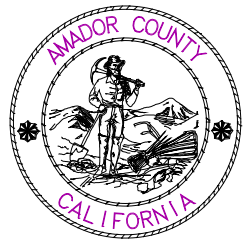
- [Memo to Dispense with RFP for Blue Ridge Services, Inc. 2.6.19.pdf](#)
- [Memo from Jim McHargue Re. Blue Ridge 2.5.19.pdf](#)
- [Blue Ridge Proposal 1.24.19.pdf](#)
- [Blue Ridge Services Inc. Agreement for Solid Waste Services 2.6.19.pdf](#)
- [Blue Ridge Services Inc. Billing Rates 2.6.19.pdf](#)

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@co.amador.ca.us](mailto:jhopkins@co.amador.ca.us)



## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** February 6, 2019

**SUBJECT:** Blue Ridge Services, Inc.

Please see the attached memo from Jim McHargue, REHS, Solid Waste Program Manager dated June 18, 2018. After reviewing all information Waste Management has justified an exception for expert or specialized professional services to contract with Blue Ridge Services, Inc. for engineering, design and work plan development.

Non-competitive acquisitions should be avoided to the greatest extent possible, however, due to the unique expertise of Neal Bolton, P.E., Principal of Blue Ridge Services, Inc. staff recommends dispense with the formal RFP/Bid process. In addition, at the January 8, 2019 Board of Supervisors meeting, Mr. Bolton provided a draft work plan that resulted in Board approval.

Due to the unique nature and experience of the services provided by Blue Ridge Services, Inc. dispensing with a formal RFP/Bid procedure is recommended.

**Recommendation:** 1) Dispense with the formal bidding procedures and; 2) Approve the attached professional services agreement with Blue Ridge Services, Inc. for engineering, design and work plan development in the amount not to exceed \$40,000.00 in accordance with their proposal dated January 24, 2019.

Cc: Chuck Iley, CAO  
file



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**WASTE MANAGEMENT & RECYCLING**

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)


EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

## MEMORANDUM

**TO:** Jon Hopkins, General Services Agency Director

**FROM:** Jim McHargue, Director of Solid Waste/Air Pollution Control Officer

**DATE:** February 5, 2019 

**SUBJECT:** Single Source Contract for Mr. Neal Bolton, P.E.

At the January 8, 2019, Amador County Board of Supervisors meeting staff provided a presentation of the Buena Vista Landfill compliance projects and the draft work plan in development for submittal to the Regional Water Quality Control Board (RWQCB). The Board of Supervisors approved the development of the work plan for the Phase 1 top surface repairs and the Class II designated waste pond expansion and/or replacement at a not-to-exceed cost of \$300,000.

The Blue Ridge agreement is for the "robust" work plan for the landfill compliance projects, Phase 1 top surface repairs and Class II pond relining and/or replacement for required capacity, as required by the Regional Water Board in their two letters dated September 12, 2018 and December 4, 2018.

The RFP process is being waived because Mr. Bolton has worked with the county in developing the draft outline of the robust work plan and has accompanied staff in meeting with the Regional Water Board to review these projects. Mr. Bolton is considered an expert on landfill design, construction and repair; and has the credibility with the Regional Board to facilitate the county's compliance without escalated enforcement action from the Regional Water Board.

Mr. Bolton estimates the cost for his services on the development of the work plan to be \$40,000. Staff is recommending a single source contract for Mr. Bolton based upon his expertise and in-depth knowledge of the solid waste industry and his work on landfills.

# Blue Ridge Services, Inc.

7204 Hites Cove Road  
Mariposa, CA 95338  
Telephone: (209) 742-2398

[blueridgeservices.com](http://blueridgeservices.com)



January 24, 2019

Jim McHargue  
Program Manager  
County of Amador  
124 South Lake Street  
810 Court Street  
Jackson, CA 95642  
[jmchargue@co.amador.ca.us](mailto:jmchargue@co.amador.ca.us)

RE: Proposal for Solid Waste Consultation Services

Dear Jim,

As requested, we have prepared a proposal and cost estimate to provide Solid Waste Consultation Services for the County of Amador's Buena Vista Landfill.

We will be evaluating and reviewing plans, studying historic monitoring information, conducting site visits and attending various meetings with county officials, other consultants and regulatory compliance personnel. Blue Ridge Services Solid Waste Consultation Services are not to exceed \$40,000.00.

Once we receive a Notice to proceed, we can develop a schedule for any tasks upon your request.

Please review this information and get back to me with any changes or comments. We look forward to working with you.

Respectfully,

A handwritten signature in black ink that reads 'Neal Bolton'.

Neal Bolton, P.E.

## PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of February \_\_\_\_, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the “County”) and **Blue Ridge Services, Inc.**, a California Corporation (the “Consultant”).

### RECITALS

A. County desires to engage professional assistance to provide the hereinafter set forth special services.

B. Consultant is in the business of providing services similar to those set forth in this Agreement.

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

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

#### 1. SERVICES TO BE RENDERED BY CONSULTANT.

- 1.1 Upon request from County, Consultant will provide all equipment, supplies and personnel to perform professional solid waste services for Amador County Waste Management Department (the “Work”). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Consultant shall comply with all applicable Federal, State and local laws relating to Consultant’s performance of this Agreement.
- 1.2 Consultant shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the Work and resolve matters of concern; (b) require Consultant to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Consultant is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, the time for Consultant’s performance of this Agreement shall be extended by the number of days equal to the number of



days of delay.

- 1.4 Consultant shall complete each project assigned by County in accordance with an agreed-upon schedule.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all existing documents and information applicable to any assigned project constituting the Work.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors or the General Services Director. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors or the General Services Director has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors or General Services Director shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or one (1) year following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on Thirty (30) days written notice to Consultant. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

The County may immediately terminate this Agreement upon written notice to Consultant in the event Consultant, or any of its employees or subconsultants, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONSULTANT.
  - 5.1 Consultant shall submit monthly invoices in arrears indicating for each item of the Work performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Consultant shall be paid on a time-and-materials basis, with a cost-not-to-exceed limit of Forty Thousand Dollars (\$40,000.00) in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference.
  - 5.2 County shall make payment to Consultant within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

- 5.3 Consultant shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- 5.4 In the event Consultant claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Consultant shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Consultant under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, subconsultants, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
- 6.4 A subconsultant ("Subconsultant") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant shall not subcontract any portion of the Work unless pre-approved in writing by County. Consultant agrees that it is as fully responsible to County for the acts and omissions of Subconsultants and of persons either directly or indirectly employed by Consultant as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subconsultant and County.
- 6.5 Consultant agrees to bind every Subconsultant and every Subconsultant agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subconsultant, unless specifically noted to the contrary in a subcontract approved in writing by County. Subconsultant agrees to be bound to the Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that the Consultant assumes toward County. Consultant agrees to be bound to the Subconsultant by all of the obligations that County assumes to Consultant under this Agreement as to the portion of the Work performed by

Subconsultant.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of a project, as a part of any such conference, Consultant shall cooperate fully with the parties involved and shall arrange for qualified representatives of Consultant, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent consultant. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Consultant or its principals to practice its profession and perform the Work. Consultant further represents and warrants to County that any Subconsultant engaged by Consultant to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subconsultant to perform the portion of the Work that is the subject of the subcontract at issue.
11. INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Consultant, Consultant shall furnish to County satisfactory proof that Consultant has the following insurance:
  - 11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:
    - 11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Consultant has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:**

11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

11.2.2 Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

- 11.2.4 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Consultant shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Jim McHargue, Amador County Waste Management 810 Court Street, Jackson, CA. Consultant shall provide all insurance documentation to the Contract Administrator.**

- 11.7 Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. OWNERSHIP OF DOCUMENTS. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Consultant shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant may retain copies of such original documents for Consultant's files.
13. INDEMNIFICATION. Consultant agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Consultant or Consultant's officers, agents, employees, independent consultants, subconsultants, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity. Consultant's indemnity obligations shall not be limited by the amount of insurance provided.
14. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order.
15. RESPONSIBILITY FOR ERRORS. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or

explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.

16. NON-DISCRIMINATION. Consultant shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
17. CONFLICT OF INTEREST. Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant.
18. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Consultant acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: **Amadorgov.org/Policies**, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute the policy acknowledgment attached hereto as **Attachment C**.
19. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Consultant: Blue Ridge Services, Inc.  
Neal Bolotn, P.E., Principal  
7204 Hites Cove Road  
Mariposa, CA 95338

To County: Amador County Waste Management  
Attn: Jim McHargue, Director  
810 Court Street  
Jackson, CA 94642

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

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

20. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
21. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
22. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
23. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
24. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
25. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.



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

COUNTY OF AMADOR

CONSULTANT: Blue Ridge Services, Inc.  
a California Corporation:

BY: \_\_\_\_\_  
Board of Supervisor Chair

BY: \_\_\_\_\_

Name: Neal Bolton

Title: P.E., Principal

P.E. License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR COUNTY  
COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## **ATTACHMENT A – SCOPE OF WORK**

Blue Ridge Services, Inc. on a time and materials contract will assist the County with solid waste engineering, design and work plan development in accordance with their proposal dated January 24, 2019 (attached) at a not-to-exceed amount of \$40,000. Blue Ridge Services, Inc. will meet with the county and regulatory compliance personnel as needed.

## **ATTACHMENT B – COMPENSATION**

Total compensation to Consultant will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed Forty Thousand Dollars and No Cents (\$40,000.00) in accordance with 2019 Billing Rates and Charges (attached) submitted by Blue Ridge Services, Inc.

The 2019 Billing Rates and Charges schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Consultant and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

**ATTACHMENT C**

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

The undersigned, authorized signatory for Blue Ridge Services, Inc. (the “Consultant”), certifies as follows:

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

2. All of Consultant’s officers, subconsultants, and agents who perform services pursuant to the Agreement to which this Attachment “C” is attached will abide by that policy as a condition of the Agreement.

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

Company Name (if any): Blue Ridge Services, Inc..

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Standard Billing Rates

CLASSIFICATION	RATES
<b>LABOR</b>	<b>Per Hour</b>
Principal Engineer	\$255.00 USD
Operations Consultant III	\$195.00 USD
Operations Consultant II	\$160.00 USD
Operations Consultant I	\$120.00 USD
Engineering Consultant III	\$195.00 USD
Engineering Consultant II	\$160.00 USD
Engineering Consultant I	\$120.00 USD
Technical Support IV	\$175.00 USD
Technical Support III	\$125.00 USD
Technical Support II	\$100.00 USD
Technical Support I	\$75.00 USD
<b>EXPENSES</b>	<b>Per Unit</b>
Project Related Expenses	Cost + 10%
Per Diem	\$60.00 (USD)/day
Mileage	\$0.75 (USD)/mile
	(effective 1/18)

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Agricultural Advisory Committee: Appointment of Gary Gladen as District 3 representative, coterminous with the District 3 Supervisor.

## **Recommendation:**

Approve appointment

## **4/5 vote required:**

No

## **Distribution Instructions:**

File; Appointee

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Behavioral Health Advisory Board: Appointment of Donna Custodio to the subject Board for a term of three years; and acceptance of the resignation of Rebecca Tracy.

## **Recommendation:**

Approve appointment and accept resignation.

## **4/5 vote required:**

No

## **Distribution Instructions:**

File; BHAB secretary; appointee

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Commission on Aging: Appointment of Kathie Lively; re-appointment of Louise Nunn; resignation of Al Lennox with appointment of Michelle Tyer to his At-Large position; and appointment of Nicole Tucker as Alternate for Michelle Tyer; each to the subject commission for terms of three years.

## **Recommendation:**

Approve appointments and accept resignation

## **4/5 vote required:**

No

## **Distribution Instructions:**

File; Appointees; Commission Secretary

## **ATTACHMENTS**

-



# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Historic Cemeteries Board: Resignations of Teresa Ryan after 10 years of service and Gloria Stoddard after 22 years of service.

## **Recommendation:**

Accept resignations and thank them for their many years of service on the subject Board.

## **4/5 vote required:**

No

## **Distribution Instructions:**

File; Secretary

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Juvenile Justice Commission: Appointment of Christian Tucker to the commission for a term of four years.

## **Recommendation:**

Approve Appointment

## **4/5 vote required:**

No

## **Distribution Instructions:**

File; Commission Secretary; Appointee

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Law Library Committee: Re-appointments of the following members for the term January 1, 2019 through December 31, 2109: Laura Einstadter; John Allen; Gail S. Smyth; Michael T. McEnroe; Andrea C. Sexton

## **Recommendation:**

Approve Re-appointments

## **4/5 vote required:**

No

## **Distribution Instructions:**

File; Heather Korsgaard; Re-Appointed Members

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Administration: A refund request by Zakar Akbar in the amount of \$4,300 for the Park and Recreation Impact Fee as the building permit was cancelled on December 7, 2018.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk, Auditor (Send Refund to Zakar Akbar 8864 Elder Creek Rd. Sacramento, CA 95828)

## **ATTACHMENTS**

- [Deposit Return Request.pdf](#)



Jennifer Burns <jburns@amadorgov.org>

---

## Deposit return request

1 message

Zakar Akbar <zakbar@ztruckin.com>

Fri, Dec 7, 2018 at 1:44 PM

To: "jburns@amadorgov.org" <jburns@amadorgov.org>

Jennifer,

This is a request for refund on deposit for \$4,300. I canceled the permit to build on property at 15932 Barney road, Plymouth.

The permit was canceled on Dec 7<sup>th</sup> 2018. As you recall I provided you with the copy of the cancellation form and also the deposit receipt.

I have attached the deposit payment receipt to this email.


Please let me know if you need any other documentation from me.

Thanks,

Zack Akbar  
Chief Executive Officer

Zakar Trucking, Inc.  
8864 Elder Creek Road  
Sacramento, CA 95828  
Phone: (916) 379-9897  
Fax: (916) 379-9882  
Cell: (916) 216-0209  
Email: [zakbar@ztruckin.com](mailto:zakbar@ztruckin.com)  
Web: [www.ztruckin.com](http://www.ztruckin.com)

---

 **Payment .pdf**  
649K

# OFFICIAL RECEIPT

COUNTY OF AMADOR  
Jackson, California

Date August 15, 2017 20.....

RECEIVED FROM Zakar Trucking Inc

ADDRESS 8864 Elder Creek Rd Sacramento, CA 95828

DOLLARS (\$ 4,300 )

or job address 15932 Barney Rd, Plymouth

APU: 008-931-011-000

ACCOUNT		How Paid ✓	
Amount Due		Cash	
Amount Paid	<u>4,300 w/</u>	Check	<u>4,300</u>
		Money Order	

..... Department  
By Katellyn Deputy

No 79497

Ref. No: G 045005458 15458

4846

**ZAKAR TRUCKING INC.**  
DBA ZAKAR A. TRUCKING  
8864 ELDER CREEK RD  
SACRAMENTO, CALIFORNIA 95828  
PH. (916) 216-0209

Date 8/12/17 90-7118/3211

Pay to the order of County Park and recreation \$ 4,300  
four thousand three hundred dollars

**citibank**  
CITIBANK N.A.  
for Amador County fee

[Signature] MP

⑈004846⑈ ⑆32171184⑆ 203612171⑈

# AMADOR COUNTY BUILDING DEPARTMENT

APN: 008-391-011-000 Type: Combination Bldg Permit Permit No: **38236**  
 Owner: ZAKAR AKBAR & RASHDAH PARWEEN  
 Job Address: 15932 BARNEY RD PLY  
 Mailing Address: 8641 HAWLEY WAY ELK GROVE, CA. 95624  
 Contractor: FRAZIER CONSTRUCTION Lic. No.: 541041  
 Scope of Work: SFD 7990 SF, ATTACHED GARAGE 650 SF, COVERED DECK 416 SF, PORCH 902 SF  
 Legal: LOT 14 WILLOW CREEK RANCH ESTATES  
 Application Date: 02/24/2017 Zoning: RE-5 Lot Acres: 0

## BUILDING AND LAND USE:

Occup. Group: R-3/U No. Bedrooms: 0 Supv. Dist.: 5 Fire Dist.: AFPD

## BUILDING SQUARE FOOTAGE AND FEE FACTOR

Occupancy	Type	Factor	Sq Feet	Valuation
Dwellings	1.Type V- Wood Frame	67.30	7,990	\$537,727.00
Private Garages	1.Wood Frame	24.30	650	\$15,795.00
Decks	Deck	16.60	416	\$6,905.60
Porches	Porches	16.60	902	\$14,973.20
Residential Storage	Attic Storage	24.30	86	\$2,089.80
Equipment	Sprinkler Systems	2.60	8,640	\$22,464.00
Totals...			18,684	\$599,954.60*

## CLEARANCES:

School District:  
209-223-1750

ck #4844  
 Receipt: 398252 8/15/17  
 Date

Rebby Thomas  
 Signature

Fire / AFPD:  
209-223-6391

Receipt: 81886 8.15.17  
 Date

Nicole Cook  
 Signature

impact fee

Water Agency:  
209-223-3018

Receipt: \_\_\_\_\_  
 Date

Signature

ACRA:  
209-223-6349

Receipt: 794917 8-15-17  
 Date

Katey Encroachment  
 Signature # 81951 8-15-17 Encroachment # 81953 CAD

Public Works:  
209-223-6429

Receipt: # 81952 8-15-17 Traffic Lit  
 Date

Signature

Planning Dept.:  
209-223-6380

Signature

Date

E. Health:  
209-223-6439

Signature

Date

**Notes:** (REQUIREMENTS OR INFORMATION NEEDED FOR PERMIT ISSUANCE AND / OR FINAL INSPECTION)

12/18

====BUILDING GENERAL INFORMATION SCREEN=====

Status of Permit: **CANCEL** Inspector / Plan Checker: MFW  
 Contractor: FRAZIER CONSTRUCTION Supervisorial District: 5  
 Building Type: R-SFD Residential Single Family  
 Waive Fees - (Y/N): N Valuation: \$599,954.60  
 Owner: ZAKAR AKBAR & RASHDAH PARWEEN  
 Parcel No: 008-391-011-000 Zoning: RE-5  
 Address: 15932 BARNEY RD PLY  
 Scope of Work: SFD 7990 SF, ATTACHED GARAGE 650 SF, COVERED DECK  
 Bedrooms: 0 Stories: 0.0 Occ. Group: R-3/U  
 Lot Acres: 0.00 Snow Load/Elevation  
 Fire District: AFPD Climate Zone: 12

Permit #: 38236

====KEY DATES=====

Date Applied: 02/24/2017  
 Plan Check Completed: 04/27/2017  
 Applicant Notified: 04/27/2017  
 Plan Ck Expires: 10/24/2017  
 Notified of PC Expires: / /  
 Notified/Approved: / /  
 Permit Issued: / /  
 Permit Finaled: / /  
 Permit Expires: / /  
 Cert of Occ Issued: / /  
 Cancelled: 12/07/2018  
 Withdrawn: / /

==== C-404 Census Report Data =====

C-404 Class Code: 101 Single Family Dwelling  
 # of Bldgs: 0 # of Units: 0 Public Owned(Y/N):  
 Use Permits(Y/N): Rd Encroachment(Y/N): Req'd Sprinkled(Y/N):

====Adjusted Square Footage=====

Habitable Space: 7990  
 Garage: 650  
 Deck: 416  
 covered patio's 902  
 storage 86

====Info To Print On Permit=====

Sewage Disposal:  
 Permit No: Finaled(Y/N):  
 Water Supply: Well Finaled(Y/N):  
 Water District:

**15.30 Tank Req'd (Y/N):** SFD Finaled on or after 03/09/1994 EXEMPT

Exempt Existing Not Applicable

ILD Paid Y Tank to be installed

Notes: Needs Solar PV for energy calculations



====BUILDING GENERAL INFORMATION SCREEN=====

Status of Permit: **CANCEL** Inspector / Plan Checker: MFW

Contractor: FRAZIER CONSTRUCTION Supervisorial District:

Permit # 38237

Building Type: R-GARAGE Residential Garage

====KEY DATES=====

Waive Fees - [Y/N]: N Valuation: \$58,320.00

Date Applied: 02/24/2017

Owner: ZAKAR AKBAR & RASHDAH PARWEEN

Plan Check Completed: / /

Parcel No: 008-391-011-000 Zoning: RE-5

Applicant Notified: / /

Address: 15932 BARNEY RD PLY

Plan Ck Expires: / /

Scope of Work: DETACHED GARAGE TWO STORY 2400 SF

Notified of PC Expires: / /

Bedrooms: 0 Stories: 0.0 Occ. Group:

Notified/Approved: / /

Lot Acres: 0.00 Snow Load/Elevation

Permit Issued: / /

Fire District: Climate Zone:

Permit Finaled: / /

Permit Expires: / /

==== C-404 Census Report Data =====

Cert of Occ Issued: / /

C-404 Class Code: 438 Res Garage New/Add/Alter & M

Cancelled: 12/07/2018

# of Bldgs: 0 # of Units: 0 Public Owned(Y/N):

Withdrawn: / /

Use Permits(Y/N): Rd Encroachment(Y/N): Req'd Sprinkled(Y/N):

====Adjusted Square Footage=====

====Info To Print On Permit=====

Habitable Space:

Sewage Disposal:

Garage:

Permit No: Finaled(Y/N):

Deck:

Water Supply: Finaled(Y/N):

Water District:

15.30 Tank Req'd (Y/N): SFD Finaled on or after 03/09/1994 EXEMPT

Exempt Existing Not Applicable

Notes: SEE PLAN CHECK COMMENTS

ILO Paid Tank to be installed

====BUILDING GENERAL INFORMATION SCREEN=====

Status of Permit: **CANCEL** Inspector / Plan Checker:

Contractor: **FRAZIER CONSTRUCTION** Supervisorial District:

Building Type: **R-MISC** Residential Miscellaneous

Waive Fees - [Y/N]: **N** Valuation: **\$7,290.00**

Owner: **ZAKAR AKBAR & RASHDAH PARWEEN**

Parcel No: **008-391-011-000** Zoning.: **RE-5**

Address: **15932 BARNEY RD PLY**

Scope of Work: **GAZEBO 300 SF**

Bedrooms: **0** Stories: **0.0** Occ. Group:

Lot Acres: **0.00** Snow Load/Elevation

Fire District: Climate Zone:

==== C-404 Census Report Data ====

C-404 Class Code: **0/5** Out of Scope

# of Bldgs: **0** # of Units: **0** Public Owned(Y/N):

Use Permits(Y/N): Rd Encroachment(Y/N): Req'd Sprinkled(Y/N):

====Info To Print On Permit====

Sewage Disposal:

Permit No: Finaled(Y/N):

Water Supply: Finaled(Y/N):

Water District:

**15.30 Tank Req'd (Y/N):** SFD Finaled on or after 03/09/1994 EXEMPT

Exempt Existing Not Applicable

ILO Paid Tank to be installed

Notes:

Permit #: **38238**

====KEY DATES====

Date Applied: **02/24/2017**

Plan Check Completed: / /

Applicant Notified: / /

Plan Ck Expires: / /

Notified of PC Expires: / /

Notified/Approved: / /

Permit Issued: / /

Permit Finaled: / /

Permit Expires: / /

Cert of Occ Issued: / /

Cancelled: **12/07/2018**

Withdrawn: / /

====Adjusted Square Footage====

Habitable Space:

Garage:

Deck:



# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 12, 2019

## **SUBJECT**

General Services Administration: Award of ITB 18-26 Purchase Various Herbicide Chemicals for use by the Agricultural/Public Works Department to Wilbur Ellis in an amount not to exceed \$30,956.30.

## **Recommendation:**

Award Bid

## **4/5 vote required:**

No

## **Distribution Instructions:**

Jon Hopkins - GSA

## **ATTACHMENTS**

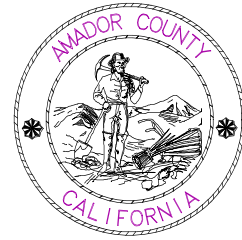
- [ITB 18-26 Ag Chemicals Memo 1.24.19.doc](#)
- [18-26 ITB EVAL 1.23.19.xlsx](#)

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@amadorgov.org](mailto:jhopkins@amadorgov.org)



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** January 28, 2019

**SUBJECT:** Purchase Various Herbicide Chemicals

**Background:** On Thursday, January 17, 2019 at 1:30pm, Amador County Invitation to Bids 18-26 were received, opened and read publicly for the purchase of various herbicide chemicals for use by the Agricultural/Public Works Department. Five (5) bids were received from Nutrien Solutions, Agri-Turf Distributing, Target Specialties, Helena Agri-Enterprises and Wilbur Ellis. Due to an error in the bid specifications, the Agriculture Department called out for 375 pounds of Payload in 10-pound bags. This item is only available in 12-pound bags and will require an additional purchase of 9 pounds of the Payload material; with this change, the low bidder is still Wilbur Ellis at a total not to exceed \$30,956.30.

Attached is the bid receipt log.

**Subject or Key Issue:** Award ITB 18-26 for the purchase of various herbicide chemicals for use by the Agricultural/Public works Department

**Alternatives:** Do not proceed with the purchase of various herbicide chemicals for use by the Agricultural/Public Works Department.

**Fiscal or Staffing Impacts:** This commodity is budgeted and funding will be verified prior to purchase.

**4/5ths vote:** N/A

**Recommendation(s):** Award ITB 18-26 for the purchase of various herbicide chemicals for use by the Agricultural/Public Works Department to Wilbur Ellis in an amount not to exceed \$30,956.30.

cc: Chuck Iley, CAO  
file

## BID EVALUATION

Bid Division: <b>General Services</b>					
Project Name: <b>Agriculture Chemicals</b>					
Bid No.: <b>ITB 18-26</b>					
Note: Unless otherwise noted below, all bid packages were sealed and delivered to GSA in Martell at or before 1:30 PM on January 17, 2019					
Apparent Low Bidder:					
Bidder Name	AGRI-TURF DIST., LLC	NUTRIEN SOLUTIONS-CHRIS BLODGET	HELENA AGRI-ENTERPRISES, LLC	TARGET SPECIALTY PRODUCTS	WILBUR ELLIS CO
Bid Price (As submitted)	\$36,995.61	\$38,360.28	\$34,877.05	\$34,825.93	\$30,478.60
Bid Price (As confirmed by staff)	\$38,203.86	\$38,360.28	\$34,877.05	\$34,758.42	\$30,478.40
<b>Total Cost with item adjustment</b>	<b>\$38,865.59</b>	<b>\$38,360.28</b>	<b>\$35,504.01</b>	<b>\$35,376.64</b>	<b>\$30,956.30</b>
Bidder's Acknowledgment	YES	YES	YES	YES	YES
Addendum Acknowledgement	YES	YES	YES	YES	YES
Exceptions	YES	NONE	YES	YES	YES
Contact Info	YES	YES	YES	YES	YES
Bid Form Complete / Consistent	YES	YES	YES	YES	YES
MSD Sheets	YES	NO	YES	YES	YES

# Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: February 12, 2019

## **SUBJECT**

Sheriff: Creation of a Deputy Sheriff-Trainee classification within the Sheriff's Office.

## **Recommendation:**

Approve requested position

## **4/5 vote required:**

No

## **Distribution Instructions:**

Sheriff's Office; Human Resources; Auditor's Office

## **ATTACHMENTS**


- [Agenda Item.pdf](#)



## INTER-OFFICE MEMORANDUM

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**TO:** CHUCK ILEY, CAO   
**FROM:** GARY REDMAN, UNDERSHERIFF  
**SUBJECT:** DEPUTY SHERIFF-TRAINEE POSITION  
**DATE:** JANUARY 24, 2019  
**CC:**

---

Sheriff Martin Ryan and I are requesting the approval of creating a Deputy Sheriff-trainee position within the Sheriff's Office. This position would fall under the Harrah's Northern California Casino budget 2215 and would apply to those positions paid to attend a Peace Officer Standards and Training (P.O.S.T.) basic academy.

We currently only hire deputy sheriffs who have successfully completed the basic P.O.S.T. academies. This limits our office to only being able to recruit candidates who fall within this category. We will go months with only receiving a few applications for the position of Deputy Sheriff due to the cost of the academy coupled with the loss of existing wages for the candidate when they attend.

Our goal is to be able to tap into the local talent of Amador County. We have discovered when hiring people who live or have grown up in Amador County, they tend to stay. In years past the sheriff's Office has been a training ground and has lost several good deputies to other agencies. One of the recurring themes is that the person hired lives outside the county or has never had any ties to the county.

We are competing for quality candidates with our neighboring counties who all have paid academy trainee positions. After speaking with these counties, they are all in agreement the program has been successful.

The Deputy Sheriff-trainee would be a county employee and receive all pay and benefits for this position. The salary will be 10% lower than a starting Step A Deputy Sheriff. Upon successful completion of the academy the trainee would be sworn in as a full time Step A Deputy Sheriff. The trainee would have up to 12 months to complete the academy or be released from that position. Typical academies are 4 to 5 months long. We have currently been in contact with the San Joaquin Delta College P.O.S.T. academy.



The cost to attend this academy is \$3500.00 which will be offset by the 10% reduced salary.

I have spoken to all ACSO impacted employees and they are all supportive of this effort.

Attached is a Deputy Sheriff-trainee job description for approval.

# DEPUTY SHERIFF-TRAINEE

## SALARY

\$25.83 Hourly  
\$4,494.42 Monthly  
\$53,933.04 Annually

## DEFINITION

### (Safety)

To attend a course of study necessary to complete the Basic Peace Officer Standards and Training (P.O.S.T.) Academy to become a Peace Officer

## DISTINGUISHING CHARACTERISTICS

The Deputy Sheriff Trainee is a recruiting level classification established to qualify candidates for duties as a Deputy Sheriff in the Amador County Sheriff's Office. Incumbents of this class undergo a formal and comprehensive training program in a POST certified academy. Incumbency in this class is limited to a period not to exceed twelve months and to those who have not completed the basic POST academy. Positions in this class are distinguished from Deputy Sheriff in that the Deputy Sheriff Trainee position is a classification which has no law enforcement powers. Upon satisfactory completion of the training and graduation from the academy, the trainee will be sworn in as a Deputy Sheriff with full law enforcement powers. Failure to successfully complete training as prescribed and therein graduation from the academy will result in termination.

## REPORTS TO

Receives immediate supervision from supervisors and training staff.

## CLASSIFICATIONS SUPERVISED

None

## EXAMPLES OF DUTIES

As a trainee, receive instructions and perform the following duties in a learning capacity:

- Identification and utilization of principles and techniques that promote community service, crime prevention and appropriate behavior; enforcement and procedural aspects of criminal laws and the legal obligations inherent in enforcement of those laws.
- Proficient application of the rules of evidence; effective and professional communication through written, oral and mechanical media.
- Operation of an emergency vehicle which includes skid training, high speed pursuit, defensive driving and emergency driving; firearm training in order to learn good

judgement and competency in the use of deadly force, ancillary police weaponry and weaponless defense.

- Basic criminal investigation processes and techniques, including the identification, collection and preservation of evidence, courtroom testimony and witness interrogation.
- Establishing a basic knowledge of the patrol function consisting of patrolling a designated area of the County in order to preserve law and order and to prevent and discover the commission of crimes; effectively dealing with common vehicle code violations by learning to recognize the violations, locating the violations in the vehicle code and safely and professionally contacting the violator.
- Processing, confining and caring for adult and juvenile prisoners in such a manner as to protect the prisoner's rights and welfare.
- Physical fitness and defensive techniques program; first aid, including cardio-pulmonary resuscitation techniques; and other related course or programs as required.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods in one position; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing up to 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office and at the POST academy, to include outdoor environments and any facilities deemed necessary by staff to complete the required POST training; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- No previously related law enforcement knowledge is necessary.

#### **Ability to:**

- Acquire, through training, a knowledge of modern approved law enforcement principles, practices and procedure; state laws, local ordinances and first aid.
- Write clearly, accurately, concisely, legibly and with correct English grammatical construction and spelling.
- Demonstrate an aptitude for law enforcement work.
- Understand and carry out oral and written instruction; observe, assimilate, remember, record and recall pertinent facts and details.
- Learn standard broadcasting procedure of a radio system.

- Apply selected knowledge (i.e., laws, statutes, court decisions, Office policies, criminal investigation theories, etc.) in collecting, organizing and analyzing diverse information in order to decide upon an appropriate action in emergency and stressful situations; exercise good judgement and make sound decisions within a variety of circumstances.
- Plan and effectively present material to large and diverse groups of people.
- Work courteously and professionally with the general public.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Develop skill in the use of firearm and other law enforcement tools.
- Undergo strenuous physical conditioning.
- Meet standards of adequate physical stature, endurance and agility.
- Effectively represent the Sheriff's Department in contacts with the public and other law enforcement agencies.

### **Training and Experience:**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

#### **Experience:**

- No law enforcement experience is required.

#### **Special Requirements:**

- Possession of a current and valid California Driver's license issued by the California Department of Motor Vehicles.
- Completion of the twelfth grade or G.E.D.
- Be a citizen of the United States or a permanent resident alien who is eligible for and has applied for citizenship. Any permanent resident alien shall be disqualified from holding a position if his or her application for citizenship is denied.
- Be at least 20 ½ years of age.
- Be found free from any physical, emotional, or mental condition which might adversely affect the exercise of the powers of a peace officer. For purpose of this section, a medical examination, including psychological screening, shall be required prior to appointment.
- Achieve a passing T-score on the Peace Officer Standards and Training (P.O.S.T.) Entry-Level law Enforcement Test Battery (PELLETB).
- Pass a Physical Ability Test similar to an obstacle course designed to simulate the pursuit and apprehension of a fleeing felon.

**Probationary:**

- 12 month probationary period. Upon completion of the academy trainees will be appointed to the position of Deputy Sheriff Basic and will follow the probationary guidelines set forth in section 15.2 of the Deputy Sheriff Association Memorandum of Understanding (MOU).

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 12, 2019

## **SUBJECT**

Sutter Amador Hospital: Letter of Support to obtain a grant offered by the Health Resources & Services Administration (HRSA), who has designated Amador County a medically under-served area. The grant would fund a satellite residency program with the Sutter Medical Center Family Residency program, which would allow a new clinic run by Family Practice Residents to be set up in Jackson, helping with access to care and also with recruitment of physicians to the area.

## **Recommendation:**

Authorize the Chairman's signature on a letter of support for Sutter Amador Hospital

## **4/5 vote required:**

No

## **Distribution Instructions:**

File;

## **ATTACHMENTS**

- [Sutter Amador Letter of Support.docx](#)

January 29, 2019

Anne Platt, CEO  
Sutter Amador Hospital  
200 Mission Boulevard  
Jackson, CA 95642

Dear Ms. Platt:

It is my pleasure to write this letter in support of your HRSA Rural Residency Planning and Development Program grant application so that Sutter Amador may continue addressing the growing health care needs of Amador County residents. As there is a continued need for increased access to primary care services in Amador County, we support your effort to address the shortage of primary care physicians in our community.

The Health Resources & Services Administration (HRSA) has designated Amador County a medically underserved area. Additionally, Sutter Amador Hospital and many of its service area zip codes have been designated as Health Professional Shortage Areas (HPSA) for primary care. As many physicians in Amador County are retiring and few new primary care doctors are moving to the area, we highly support your efforts to attract and retain physicians in our rural community. The lack of qualified healthcare professionals coupled with many other social determinants that prevent our residents from accessing quality medical care, often lead to poor health outcomes in our community, higher emergency department utilization for primary care purposes, and preventable hospitalizations.

**Provide brief description of partner organization or entity providing the Letter of Support.**

[Name of Organization] has a long-standing working relationship with Sutter Amador Hospital and we support your efforts in meeting and improving the healthcare needs of the residents of Amador County.

We, therefore, unequivocally support Sutter Amador's proposal to continue its mission and goal of addressing the medical needs of the residents of Amador County.

If you require any further comment, please contact me at \_\_\_\_\_.

Sincerely,