

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

**Any individuals who wish to attend this meeting in person will be required to wear a face covering to enter the building and throughout the duration of the meeting.**

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. **\*\*PLEASE NOTE, DUE TO COVID-19 SIGNING IN AT THE PODIUM HAS BEEN DISCONTINUED AT THIS TIME. PLEASE STATE YOUR NAME CLEARLY FOR THE RECORD.\*\***

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.

DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE AMADOR COUNTY BOARD OF SUPERVISORS WILL BE CONDUCTING ITS MEETING VIA TELECONFERENCE. WHILE THIS MEETING WILL STILL BE CONDUCTED IN-PERSON AT 810 COURT STREET, WE **STRONGLY ENCOURAGE THE PUBLIC TO PARTICIPATE FROM HOME** BY CALLING IN USING THE FOLLOWING NUMBER:

+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)

Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

<https://zoom.us/j/7585736084>

The Chairman will call the meeting to order and after Board input, will invite the public to comment via phone/online to receive public comment.

**REGULAR MEETING AGENDA**

**DATE:** Tuesday, November 10, 2020  
**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 LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6.

- 1.a. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Lisa Gaebe, Human Resources Director  
Employee Organization: All Units  
Suggested Action: Discussion and possible action

**2. CONFERENCE WITH COUNTY COUNSEL: EXISTING LITIGATION** - {Government Code 54956.9(d)}

- 2.a. Conference with Legal Counsel: Existing Litigation [Government code 54956.9(d)(1)]

Buena Vista Rancheria of Me-Wuk Indians v. Amador County, et al.  
U.S. District Court, Eastern District of California Case No. 2:20-CV-01383-MCE-AC

Suggested Action: Discussion and possible action relative to existing litigation

**3. CONFERENCE WITH COUNTY COUNSEL: ANTICIPATED LITIGATION** - {Government Code 54956.9(d) (2)}

- 3.a. Conference with Legal Counsel - Anticipated Litigation [Government Code 54956.9(d)(2)]

1. Claim of Winfred E. Wollen #20-09

Suggested Action: Discussion and possible action relative to claim.

**4. CONFIDENTIAL MINUTES:**

- 4.a. Confidential Minutes: Review and possible approval of the October 27, 2020 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 (#8) 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. Update by the Amador County Health Officer, Dr. Rita Kerr on the COVID-19 situation in Amador County  
Suggested Action: Direction to staff as desired, if any
  
- 5.b. ACES 2020 Refuse Rate Index Adjustment  
Suggested Action: Approve 2020 Rate Adjustments. Set Proposition 218 Public Hearing for January 12, 2021. Direct staff to mail Proposition 218 Notices to affected owners/customers in each Rate Area.  
[BOS Packet Nov 10, 2020 ACES Rate Adjustment Effective 01-01-21 vF.pdf](#)
  
- 5.c. Whole Person Care: Recommendation to not pursue pilot project and to return funds to the State.  
Suggested Action: Approval of request outlined in attached Memo  
[2566\\_001.pdf](#)
  
- 5.d. General Services Administration: Follow up - California Public Utilities Commission (CPUC) Rule 20A - P.G.&E. Credits  
Suggested Action: Discussion and possible action regarding direction to staff to sell credits.  
Attachments: Email  
[Follow up P.G&E Rule 20A Memo 11.4.20.pdf](#)  
[P.G&E Rule 20A Memo 9.29.20.pdf](#)  
[Mike Israel Memo 10.6.50.pdf](#)  
[City of Burlingame Letter 9.25.20.pdf](#)  
[Email from Lisa Goldman 10.20.20.pdf](#)
  
- 5.e. Discussion and possible action relative to the appointment of an ad-hoc committee to develop a response to the 2019/2020 Grand Jury Report. The Committee would draft a response that would be brought back to regular session for discussion and approval by the full Board of Supervisors.  
Suggested Action: Appointment of Committee or other direction as desired
  
- 5.f. Discussion and possible action relative to consideration of a contribution to KVGC Radio  
Suggested Action: Approval of contribution is so desired
  
- 5.g. Discussion and possible action relative to approval of the Board of Supervisors meeting schedule for calendar year 2021 and possible changes to the Board of Supervisors meeting schedule for December, 2020  
Suggested Action: Direct changes to the schedule as desired  
[20-11-10 - Meeting Schedule Memo.pdf](#)

- 5.h. Minutes: Review and possible approval of the October 27, 2020 minutes.  
Suggested Action: Approval.

**6. PUBLIC HEARING: \*\*10:30 A.M.\*\***

- 6.a. Reconsideration of an Ordinance Amending Title 19 of the Amador County Code by Repealing Section 19.48.060, "Private Stables." and Replacing it with Section 19.48.060, "Livestock Management on Parcels Less Than Five Acres in Size."  
Suggested Action: Pleasure of the Board  
[Ordinance 1802 FINAL DRAFT AMENDMENT TO COUNTY CODE SECTION 19.48.060 b.docx.docx](#)

**7. 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).

- 7.a. Behavioral Health / DHCS Multi-year Drug Medi-Cal Treatment Program Substance Use Disorder Services Fiscal Years 20-21, 21-22, 22-23  
Suggested Action: Approve the resolution, which approves the standard agreement and delegates signature authority to Behavioral Health Director.  
[Civil Rights FY 2020-23- Amador -20-10170.pdf](#)  
[Department of Health Care Services SUD Agreement Resolution.docx](#)  
[CCC 042017 - FY 2020-23- Amador -20-10170.pdf](#)  
[Exhibit B - DMC- FY 2020-23- Amador -20-10170.pdf](#)  
[Exhibit D\(F\) DMC - FY 2020-23- Amador -20-10170.pdf](#)  
[Exhibit E - DMC - FY 2020-23- Amador -20-10170.pdf](#)  
[Exhibit F -FY 2020-23- Amador -20-10170.pdf](#)  
[Memo to Board.pdf](#)  
[Transmittal Letter - DMC - FY 2020-2023 - Amador 20-10170.pdf](#)  
[DMC Exhibit B, Attachment I - FY 2020-23- Amador -20-10170.pdf](#)  
[DMC STD 213 FY 2020-23- Amador -20-10170.pdf](#)  
[Exhibit A - DMC - FY 2020-23- Amador -20-10170.pdf](#)  
[Exhibit A Attachment I - DMC - FY 2020-23- Amador -20-10170.pdf](#)
- 7.b. Assessor: Secured Roll Correction - approval of roll correction values being decrease 50% or more. Apn #023-570-009-000 Hickman; Apn #033-770-006-000 Wenger & Apn #033-810-012-000 Stanger.  
Suggested Action: Approve  
[023-570-009-000.pdf](#)  
[033-770-006-000.pdf](#)  
[033-810-012-000.pdf](#)
- 7.c. Surveying Department - Jean L. McBride as Trustee of the Jean L. McBride Family Trust dated March 6, 2018 - Certificates of Compliance. The subject agenda item is a request for three (3) compliance certificates. The property lies south of Stony Creek Road and within the West 1/2 of

Section 29, T. 6 N., R. 11 East, in Jackson. Assessor Parcel No. 044-180-030.  
Suggested Action: Adopt the resolution approving the three (3) certificates of compliance.

[McBride Memo.pdf](#)

[RESOLUTION - Jean L. McBride Family Trust.doc](#)

[COC - Jean L. McBride Family Trust.doc](#)

[EXHIBIT A Jean L. McBride Family Trust.pdf](#)

- 7.d. Emergency Medical Care Committee: Approval of the Appointments of David Beffa, M.D., FACEP, FACS, to fill the seat of Emergency Room Physician, Jessica Sharver as the Emergency Department Manager Seat, and Lindsey Clark as the County Health Department Seat.  
Suggested Action: Approval.  
[David Beffa, M.D., FACEP, FACS.pdf](#)  
[Sharver, Jessica.pdf](#)  
[Lindsey Clark EMCC Committee Member Application Form.pdf](#)
- 7.e. Treasurer/Tax Collector: Professional Services Agreement with Bid4Assets  
Suggested Action: Approval of the proposed Professional Services Agreement between the County of Amador and Bid4Assets  
[Memo-Bid4Assets Agmt.doc](#)  
[Bid4Assets Professional Services Agreement.pdf](#)
- 7.f. Public Health - Renewal of the Annual Children's Medical Services (CMS) Plan  
Suggested Action: The Director of Public Health is requesting the Board of Supervisors approve the Children's Medical Services (CMS) Branch budgets for FY 2020-2021.  
  
[Amador FY20-21 CMS Plan.pdf](#)  
[CMS FY 20-21 Memo.doc](#)
- 7.g. Building Department-Agreement to Limit Use of Agricultural Structure for AG01084-MITCHELL  
Suggested Action: Adopt the Resolution and authorize the Chair to sign the Agreement.  
[AG01084.Agree.Notarized.11.02.2020.pdf](#)  
[AG01084.Mitchell.Plot Plan.10.27.2020.pdf](#)  
[AG01084.Mitchell.Resolution.10.27.2020.docx](#)
- 7.h. 2020 Western Area Recycling Facility, Pine Grove Transfer Station and Additional Requested Services Rate Adjustment  
Suggested Action: Approve requested rate Adjustment  
[BOS Packet Nov 10, 2020 WARF-PGTS- Requested Services Rate Adjustment Effective 01-01-21 Consent vF.pdf](#)
- 7.i. Appointment of Member to the Juvenile Justice Commission  
Suggested Action: Approval  
[Appointment of JJC - Miller, Aditra.pdf](#)
- 7.j. Public Conservator/Guardian/Administrator Office Reorganization Recommendation  
Suggested Action: Approve the recommended reorganization  
[PC-PG-PA Recommendation.doc](#)
- 7.k. General Services Administration: Jackson Library parcel APN: 020-070-041-000 Water Line

Relocation agreement with the City of Jackson

Suggested Action: Approve the Waterline Relocation and Maintenance Agreement with the City of Jackson for November 10, 2020

[Jackson Water Line Memo 11.4.20.pdf](#)

[Engineered Waterline Drawings 11.4.20.pdf](#)

[Jackson\\_ Library Waterline Agr-c1 2020-10-26-final-w. Ex 11.4.20.pdf](#)

- 7.l. Social Services: Calworks Housing Support Program Budget Transfer Request and Budget Increase Request. Additional funds from the State have been received and need to be allocated to be included in the budget

Suggested Action: Approval of Memo HSP Budget Transfer/Increase

[2589\\_001.pdf](#)

- 7.m. Social Services Director's Request to fill Eligibility Worker I/II Vacancies

Suggested Action: Please approve request to fill vacancies.

[Eligibility Workder Vacancies.doc](#)

**ADJOURNMENT: UNTIL TUESDAY, NOVEMBER 24, 2020 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)**

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 10, 2020

## **SUBJECT**

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Lisa Gaebe, Human Resources Director

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: November 10, 2020

## **SUBJECT**

Conference with Legal Counsel: Existing Litigation [Government code 54956.9(d)(1)]

Buena Vista Rancheria of Me-Wuk Indians v. Amador County, et al.

U.S. District Court, Eastern District of California Case No. 2:20-CV-01383-MCE-AC

## **Recommendation:**

Discussion and possible action relative to existing litigation

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

No

## **Distribution Instructions:**

County Counsel, Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: November 10, 2020

## **SUBJECT**

Conference with Legal Counsel - Anticipated Litigation [Government Code 54956.9(d)(2)]

1. Claim of Winfred E. Wollen #20-09

## **Recommendation:**

Discussion and possible action relative to claim.

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

No

## **Distribution Instructions:**

County Counsel, Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 10, 2020

## **SUBJECT**

Confidential Minutes: Review and possible approval of the October 27, 2020 confidential minutes.

## **Recommendation:**

Approval.

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

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: November 10, 2020

## **SUBJECT**

Update by the Amador County Health Officer, Dr. Rita Kerr on the COVID-19 situation in Amador County

## **Recommendation:**

Direction to staff as desired, if any

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

No

## **Distribution Instructions:**

Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: November 10, 2020

## **SUBJECT**

ACES 2020 Refuse Rate Index Adjustment

## **Recommendation:**

Approve 2020 Rate Adjustments. Set Proposition 218 Public Hearing for January 12, 2021. Direct staff to mail Proposition 218 Notices to affected owners/customers in each Rate Area.

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

No

## **Distribution Instructions:**

Board Clerk, County Counsel, Waste Management

## **ATTACHMENTS**

- [BOS Packet Nov 10, 2020 ACES Rate Adjustment Effective 01-01-21 vF.pdf](#)



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

PHONE: (209) 223-6429  
FAX: (209) 223-639  
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:**  Jeff Gardner, Director of Solid Waste  
**DATE:** November 10, 2020  
**SUBJECT:** 2020 Refuse Rate Index Adjustment – Rate Year 13

**BACKGROUND:**

In December 2008, the Amador County Board of Supervisors approved the use of the Rate Adjustment Methodology (RAM) for the analysis and calculation of annual refuse rate adjustments within the County's franchise waste hauler system.

The County negotiated a new 15 year franchise agreement (Agreement) with ACES Waste Services, Inc. (ACES) that was approved by the County Board of Supervisors on June 23, 2020. The rate adjustment mechanism in that Agreement involves annual adjustments to the rates using the established Refuse Rate Index (RRI). Both the County and ACES also have the option of requesting a Detailed Rate Review following the procedures in the Agreement at a frequency of no more than once every three calendar years. The new Agreement's rate adjustment process is similar to the County's prior Rate Adjustment Methodology (RAM). There are a number of changes including simplifying the indexed rate review process, changing the reference consumer price index, and reducing ACES's target profit level (not actual profit level which is dependent on the actual results of operations) which applies to the Detailed Rate Review process.

This year, 2020, is Rate Year 13 and an indexed rate adjustment was completed.

**2020 INDEX ADJUSTMENT:**

In first quarter of 2020-21 fiscal year, staff engaged R3 Consulting Group Inc. (R3) to work on the detailed rate review, and in October 2020, R3 produced a final report of the indexed adjustment for ACES Waste Services, Inc. (Report included in Attachment A).

The report consists of the following:

1. Objectives
2. Background
3. Overview of Rate Adjustment Request
4. Findings

The attached report from William Schoen of R3 Consulting Group Inc. outlines the indexed rate adjustment for 2021 (Rate Year 13)\*. The report lists the overall recommended rate adjustments for each Franchise Area (Rate Zone) compared to the rate adjustment request submitted by ACES Waste Services Inc.

In addition to the regular RRI adjustment, there are two other factors affecting the rates this cycle. On June 23, 2020, the Board of Supervisors adopted a Capital Facilities Fee to help offset the cost of capital improvements mandated by the State of California as well as other prioritized capital projects needed to provide security, fire suppression capabilities and SWPPP / Groundwater contamination control. This included a 5% change in the gate rate which will increase the County Host Fee \$4.26 per trip and a new usage fee of \$2.00 per trip for all self haul vehicles.

On September 29, 2020 the County of Sacramento notified all users the Tipping Fees at the Keifer Landfill for weighed loads would increase from \$30.00 per ton to \$52.85 per ton. An increase of \$22.85 per ton or 76%. Almost all of Amador County’s disposable solid waste gets processed through the Keifer Landfill. The increase in cost will have a significant impact on ACES expenditures. Sacramento County is experiencing the same impacts to their operating expenditures which is what led to the dramatic increase.

The area-specific adjustments in ACES original application and the recommended adjustments are as follows:

	Rate Adjustment		
	RRI Adjustment	Total Adjustment	
		Requested	Recommended
<b>Franchise Area 1</b>	<b>6.72%</b>	<b>17.40%</b>	<b>17.40%</b>
<b>Franchise Area 2</b>	<b>4.79%</b>	<b>11.96%</b>	<b>11.96%</b>
<b>Franchise Area 3</b>	<b>4.41%</b>	<b>14.24%</b>	<b>13.30%</b>
<b>Pine Grove Transfer Station (PGTS)</b>	<b>0.50%</b>	<b>26.29%</b>	<b>26.29%</b>
<b>Buena Vista Transfer Station (WARF)</b>	<b>2.44%</b>	<b>36.40%</b>	<b>36.40%</b>

	Recommended	
	Effective Jan 1st	Effective Feb 1st (11 month rate)
Franchise Area 1	17.40%	18.95%
Franchise Area 2	11.96%	13.05%
Franchise Area 3	13.30%	14.50%
Pine Grove Transfer Station (PGTS)	26.29%	(1)
Buena Vista Transfer Station (WARF)	36.40%	(1)

(1) Transfer Station Rates effective 01/01/2021

**\*Draft letters to all affected customers reflecting the proposed rate adjustments are included in Attachment B**

**RECOMMENDED ACTION:**

1. Approve 2020 rate adjustments.
2. Set the Proposition 218 hearing for January 12, 2021, and direct staff to mail notices to affected owners/customers.

*Before the Board may act on the proposed rate increase, the Board must comply with the requirements of Proposition 218 as set forth in Article 13D, Section 6, of the California Constitution. Section 6 requires the Board to conduct a public hearing upon the proposed rate increase not less than 45 days after written notice of the increase has been mailed to the property owners subject to the rate increase. Amador County Waste Management Department will mail a notice no later than November 11, 2020; therefore, the Board may conduct the public hearing on January 12, 2021.*

*At the public hearing, the Board must consider all protests against the proposed rate increase. If written protests against the proposed rate increase are presented by a majority of property owners subject to the increase, then the Board may not impose the rate increase. If there is no majority protest, then the Board may act to impose the rate increase if it so chooses.*

1512 Eureka Road, Suite 220, Roseville, CA 95661  
Tel: 916-782-7821 | Fax: 916-782-7824

2600 Tenth Street, Suite 411, Berkeley, CA 94710  
Tel: 510-647-9674

627 S. Highland Avenue, Suite 300, Los Angeles, CA 90036  
Tel: 323-559-7470

November 3, 2020

Mr. Jeff Gardner  
Director of Solid Waste/Safety Coordinator  
Amador County  
810 Court Street  
Jackson, CA 95642

**Subject:** Review of ACES January 1, 2021 Indexed Rate Adjustment which includes Kiefer Landfill Tipping Fee Increase and eleven (11) month rates.

Dear Mr. Gardner:

Amador County (County) engaged R3 Consulting Group, Inc. (R3) to assist with a review of ACES Waste Services (ACES) Rate Adjustment Request (Rate Application) for rates effective January 1, 2021. This letter report presents the results of our review.

## Objectives

To review and either confirm or revise ACES' Rate Adjustment calculations for each of its three (3) County franchise areas, and two (2) transfer stations. **Attachment 1** provides a map of the franchise areas.

## Findings

Our review confirmed the accuracy of ACES' calculated rate adjustments shown in **Table 1** below with one correction to the calculated rate adjustment for Franchise Area 3 that reduced the calculated rate increase by 0.94%, from 14.24% to 13.30%. That adjustment was made to account for corrected tonnage figures used to make that calculation.

The recommended adjustments shown in **Table 1** account for the normal RRI adjustment, as well as a Recycling Cost adjustment that ACES has proposed to reduce the calculated rate increases. They also account for the increase in the Kiefer Landfill tip fee and the County's approved Capital Facility Fees. As discussed below, the 76% increase in the Kiefer Landfill tip fee is the major factor driving the amount of the rate increases. Additionally, the recommended rate adjustments account for a new Capital Facilities Fee and increased Host Fee to provide funding for necessary capital improvements to the Buena Vista Transfer Station (WARF).

The rates shown in Table 1 are to become effective January 1, 2021, however due to the time needed to complete the required Proposition 218 noticing and hearing the rates for the Franchise Areas are expected to become effective February 1, 2021. As such, a slightly higher rate increase is required to account for the delay in implementing the rate adjustment to make ACES financially whole for that delay.<sup>1</sup> **Table 2** provides the recommended rate adjustment shown in **Table 1** adjusted to an 11 month rate, which will make ACES whole for the anticipated delay in implementing the rate. This eleven (month) The associated increase in the rates to account for the delay only applies to the current rate year and will need to be

<sup>1</sup> ACES reported that it bills all customers in arears (i.e., after the services have been provided).

backed out of the calculated rate adjustment for next year.<sup>2</sup>

**Table 1**

	Rate Adjustment		
	RRI Adjustment	Total Adjustment	
		Requested	Recommended
Franchise Area 1	6.72%	17.40%	17.40%
Franchise Area 2	4.79%	11.96%	11.96%
Franchise Area 3	4.41%	14.24%	13.30%
Pine Grove Transfer Station (PGTS)	0.50%	26.29%	26.29%
Buena Vista Transfer Station (WARF)	2.44%	36.40%	36.40%

**Table 2**

	Recommended	
	Effective Jan 1st	Effective Feb 1st (11 month rate)
Franchise Area 1	17.40%	18.95%
Franchise Area 2	11.96%	13.05%
Franchise Area 3	13.30%	14.50%
Pine Grove Transfer Station (PGTS)	26.29%	(1)
Buena Vista Transfer Station (WARF)	36.40%	(1)

(1) Transfer Station Rates effective 01/01/2021

## Background

### New Franchise Agreement and Rate Setting Process

The County negotiated a new 15 year franchise agreement (Agreement) with ACES Waste Services, Inc. (ACES) that was approved by the County Board of Supervisors on June 23, 2020. The rate adjustment mechanism in that Agreement involves annual adjustments to the rates using the established Refuse Rate Index (RRI). Both the County and ACES also have the option of requesting a Detailed Rate Review following the procedures in the Agreement at a frequency of no more than once every three calendar years. The new Agreement's rate adjustment process is similar to the County's prior Rate Adjustment Methodology (RAM). There are a number of changes including simplifying the indexed rate review process, changing

<sup>2</sup> This does not apply if a detailed rate adjustment is used to set the rates next year, effective January 1, 2022.

the reference consumer price index, and reducing ACES’s target profit level (not actual profit level which is dependent on the actual results of operations) which applies to the Detailed Rate Review process.

**Landfill Tipping Fee Increase**

Following ACES submittal of its Rate Application, Sacramento County notified users of the Sacramento County’s Kiefer Landfill, which is where ACES delivers the County’s waste, that effective November 1, 2020 the weighted load fees for normal refuse will increase to \$52.85 per ton from the current rate of \$30.00 per ton. This represents an increase of \$22.85 per ton, or 76%.

**New Capital Facilities Fee and Increased Host Fee**

At the June 23, 2020 Board of Supervisors meeting, the Board Authorized a new updated WARF contract with ACES. Section 14.0 (C.) authorizes new Capital Facilities Fee to help offset the cost of capital improvements mandated by the State of California, as well as other prioritized capital projects which are needed to provide security, fire suppression capabilities and SWPPP/Groundwater contamination control. All of these are site related issues, which are incumbent upon the County to maintain as the owner of the Buena Vista Landfill site. Raising fees for the purpose of site maintenance, monitoring, and improvements has not occurred since 2005. There are approximately \$4,000,000 in capital improvements, which are mandated or have a high priority for completion at this time.

On September 22, 2020, the Board of Supervisors approved a 5% change in the gate rate, which will increase the County Host Fee \$4.26 per trip. The Board implemented a new usage fee of \$2.00 per trip for self-haul vehicles as well. This will allow the County to pay the debt service on the projects over the next 30 years and begin the process of generating the funds necessary to complete the additional work as outlined.

**Original Rate Adjustment Request**

ACES’ original requested rate adjustments, which were calculated prior to the increase in the Kiefer Landfill tip fees, are provided in **Table 3** below. The requested rate adjustments account for the normal RRI adjustment, as well as a Recycling Cost adjustment that ACES has proposed to reduce the calculated rate increases.

**Table 3  
 Requested Rate Adjustment**

	Requested Rate Adjustment		
	RRI	Recycling Cost	Total
<b>Franchise Area 1</b>	7.88%	-1.16%	<b>6.72%</b>
<b>Franchise Area 2</b>	6.16%	-1.37%	<b>4.79%</b>
<b>Franchise Area 3</b>	6.40%	-2.00%	<b>4.41%</b>
<b>Pine Grove Transfer Station (PGTS)</b>	1.65%	-1.15%	<b>0.50%</b>
<b>Buena Vista Transfer Station (WARF)</b>	2.75%	-0.31%	<b>2.44%</b>

The Recycling Cost adjustment (i.e., rate decrease) relates to an agreed upon rate increase that was put in place as part of last year's rate adjustment to account for increased recyclable material processing costs due to "China Sword".<sup>4</sup> ACES has proposed to forego that rate increase this year, thereby reducing the required rate increase and the associated impact on residential and commercial customers.

Our review found one error in ACES' original Rate Application involving the calculated fuel index, however that adjustment resulted in a change in that index of one tenth of a one percent (0.1%), which did not change the calculated rate adjustments.

This original requested rate adjustment has been superseded by ACES' revised rate adjustment request discussed above, which accounts for the impact of the increased tip fees at the Kiefer Landfill, and the County's approved Capital Facilities Fee and increased host fee at the Buena Vista Transfer Station (WARF) and Pine Grove Transfer Station.

\* \* \* \* \*

We appreciate the opportunity to be of assistance to the County. Should you have any questions or comments regarding this submittal please do not hesitate to contact me by phone at (916) 947-4880, or by e-mail at [wschoen@r3cgi.com](mailto:wschoen@r3cgi.com).

Yours truly,

**R3 CONSULTING GROUP**



William Schoen | Project Director



Jordan Muratsuchi | Senior Project Analyst

**Attachments:**

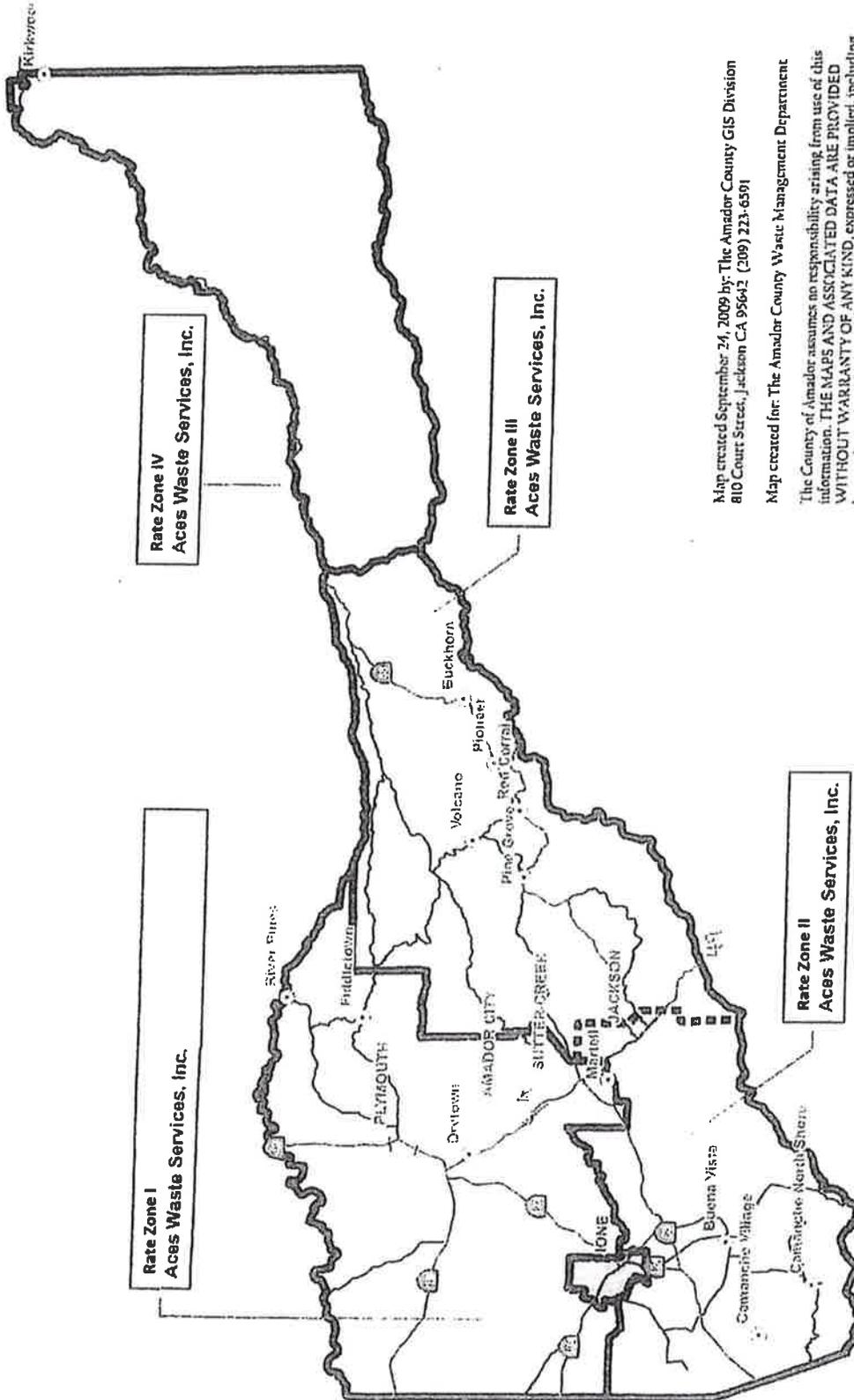
- 1 Franchise Area Map

\\192.168.2.9\R3\_Shared\+Projects\Amador - 2021 RRI - 120033\Report\Amador County 2021 RRI - Final Report 110320.docx

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<sup>4</sup> China Sword placed strict limitations on the allowable contamination level associated with imported recyclables, which resulted in significant cost increase related to processing recyclable materials.

Franchise Area and Rate Areas (Zones)

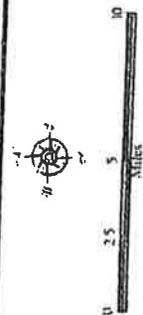


Map created September 24, 2009 by: The Amador County GIS Division  
810 Court Street, Jackson CA 95642 (209) 223-6591

Map created for: The Amador County Waste Management Department  
The County of Amador assumes no responsibility arising from use of this information. THE MAPS AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating your decision with the appropriate County Office.



Amador County  
Waste Hauler Rate Zones



## NOTICE OF PROPOSED INCREASE IN GARBAGE SERVICE RATES

**Dear Property Owner/Customer:**

This notice, dated November 11, 2020, explains proposed rates for refuse collection in County Franchise (Rate) Area No. 1, served by ACES Waste Services, Inc. (ACES). These proposed rates will be recommended for adoption by the Amador County Board of Supervisors at the public hearing described in this notice. Rate adjustments are derived by using a waste industry-specific Refuse Rate Adjustment Methodology (RAM). This notice is being sent to provide you information about proposed new rates for residential and commercial refuse collection, and to provide information on procedures to be followed if you wish to protest the proposed rate increases.

**Notice of Public Hearing:**

**The Amador County Board of Supervisors will consider an annual rate increase of 17.40% (18.95% implemented for 11 months), as described below, at a public hearing on January 12, 2021 at 10:30 a.m., or as soon thereafter as may be heard by the Board of Supervisors, in the Board Chambers, located at 810 Court Street, Jackson, California 95642. If approved, the proposed increase will become effective on February 1, 2021 and run through December 31, 2021.**

**Why Change Rates?**

Refuse collection rates in Franchise Area No. 1 were previously adjusted by 5.88% on November 1, 2019. The proposed rate increase is indicated as the RAM reflects cost adjustments required for waste industry-specific items. The specific items resulting in rate increases are:

- Increased cost of recyclable material handling due to China’s National Sword Policy
- Increased cost of compliance with state and federal mandates
- Increased waste processing charge at Kiefer landfill up 76%
- New Amador County Capital Improvement Fees for capital projects at Buena Vista Landfill

The following table list the existing rates and the proposed new rates for residential and commercial collection:

<b>Residential Service</b>	<b>Current Monthly Rate</b>	<b>Proposed Increase</b>	<b>New Monthly Rate</b>	<b>11 Month Rate</b>
32-Gal Weekly Pick-Up	\$26.97	\$4.69	\$31.66	\$32.08
64-Gal Weekly Pick-Up	\$36.15	\$6.29	\$42.44	\$43.00
96-Gal Weekly Pick-Up	\$45.33	\$7.89	\$53.22	\$53.92
<b>Commercial Service</b>	<b>Current Monthly Rate</b>	<b>Proposed Increase</b>	<b>New Monthly Rate</b>	<b>11 Month Rate</b>
1 - Yard Bin Weekly	\$97.03	\$16.88	\$113.91	\$115.42
2 - Yard Bin Weekly	\$178.92	\$31.13	\$210.05	\$212.83
3 - Yard Bin Weekly	\$258.55	\$44.99	\$303.54	\$307.55
4 - Yard Bin Weekly	\$339.95	\$59.15	\$399.10	\$404.37
6 - Yard Bin Weekly	\$509.92	\$88.73	\$598.65	\$606.55
7 - Yard Bin Weekly	\$594.91	\$103.51	\$698.42	\$707.65
On Call Per Yard	\$23.23	\$4.04	\$27.27	\$27.63
Debris Box Haul Charge	\$285.11	\$49.61	\$334.72	\$339.14

### **Procedures for Commenting and Filing Written Protests:**

At the public hearing on January 12, 2021, the Board of Supervisors will consider all comments and objections, if any, to the proposed rate increases. Any person interested, including all persons owning property or customers served by ACES in Franchise Area No. 1, may appear and be heard as to whether the proposed rates are discriminatory or excessive, or any other matter relating to the rates proposed herein.

Written comments and/or protests should be addressed to:

***The Amador County Board of Supervisors, 810 Court Street, Jackson, CA 95642.***

All written protests must be submitted by the conclusion of the public hearing. The Board of Supervisors will count all written protests submitted prior to the conclusion of the public hearing. Both the owner of the parcel and the person receiving the service for which the fee is charged may submit a written protest but only one protest per parcel will be counted. A written protest must include (1) your original signature; (2) identification of the parcel by parcel number or address; (3) whether you are the owner of the parcel or the person receiving the service for which the fee is charged; and (4) your statement that you protest the proposed rate increases. Written protests will not be accepted by e-mail or by fax. Oral protests will not be counted.

If written protests against the proposed rate increases are received from a majority of owners affected, then the Board of Supervisors shall not impose the rate increases. All documents supporting the rate increase are on file at the office of the Clerk of the Board of Supervisors at the address listed above and are available for public review. Any questions regarding the information in this notice may be directed to Jeff Gardner, Waste Management and Recycling Department at (209) 223-6429.

## NOTICE OF PROPOSED INCREASE IN GARBAGE SERVICE RATES

### Dear Property Owner/Customer:

This notice, dated November 11, 2020, explains proposed rates for refuse collection in *County Franchise (Rate) Area No. 2*, served by ACES Waste Services, Inc. (ACES). These proposed rates will be recommended for adoption by the Amador County Board of Supervisors at the public hearing described in this notice. Rate adjustments are derived by using a waste industry-specific Refuse Rate Adjustment Methodology (RAM). This notice is being sent to provide you information about proposed new rates for residential and commercial refuse collection, and to provide information on procedures to be followed if you wish to protest the proposed rate increases.

### Notice of Public Hearing:

**The Amador County Board of Supervisors will consider an annual rate increase of 11.96%, (13.05% implemented for 11 months), as described below, at a public hearing on January 12, 2021 at 10:30 a.m., or as soon thereafter as may be heard by the Board of Supervisors, in the Board Chambers, located at 810 Court Street, Jackson, California 95642. If approved, the proposed increase will become effective on February 1, 2021 and run through December 31, 2021.**

### Why Change Rates?

Refuse collection rates in Franchise Area No. 2 were previously adjusted by 6.37% on November 1, 2019. The proposed rate increase is indicated as the RAM reflects cost adjustments required for waste industry-specific items. The specific items resulting in rate increases are:

- Increased cost of recyclable material handling due to China's National Sword Policy
- Increased cost of compliance with state and federal mandates
- Increased waste processing charge at Kiefer landfill up 76%
- New Amador County Capital Improvement Fees for capital projects at Buena Vista Landfill

The following table list the existing rates and the proposed new rates for residential and commercial collection:

Residential Service	Current Monthly Rate	Proposed Increase	New Monthly Rate	11 Month Rate
32-Gal Weekly Pick-Up	\$24.52	\$2.93	\$27.45	\$27.72
64-Gal Weekly Pick-Up	\$29.90	\$3.58	\$33.48	\$33.80
96-Gal Weekly Pick-Up	\$36.72	\$4.39	\$41.11	\$41.51
Commercial Service	Current Monthly Rate	Proposed Increase	New Monthly Rate	11 Month Rate
1 - Yard Bin Weekly	\$102.05	\$12.21	\$114.26	\$115.37
2 - Yard Bin Weekly	\$168.49	\$20.15	\$188.64	\$190.48
3 - Yard Bin Weekly	\$252.88	\$30.24	\$283.12	\$285.88
4 - Yard Bin Weekly	\$336.75	\$40.28	\$377.03	\$380.70
6 - Yard Bin Weekly	\$505.16	\$60.42	\$565.58	\$571.08
7 - Yard Bin Weekly	\$589.43	\$70.50	\$659.93	\$666.35
On Call Per Yard	\$23.55	\$2.82	\$26.37	\$26.62
Debris Box Haul Charge	\$303.13	\$36.25	\$339.38	\$342.69

**Procedures for Commenting and Filing Written Protests:**

At the public hearing on January 12, 2021, the Board of Supervisors will consider all comments and objections, if any, to the proposed rate increases. Any person interested, including all persons owning property or customers served by ACES in Franchise Area No. 2, may appear and be heard as to whether the proposed rates are discriminatory or excessive, or any other matter relating to the rates proposed herein.

Written comments and/or protests should be addressed to:

***The Amador County Board of Supervisors, 810 Court Street, Jackson, CA 95642.***

All written protests must be submitted by the conclusion of the public hearing. The Board of Supervisors will count all written protests submitted prior to the conclusion of the public hearing. Both the owner of the parcel and the person receiving the service for which the fee is charged may submit a written protest but only one protest per parcel will be counted. A written protest must include (1) your original signature; (2) identification of the parcel by parcel number or address; (3) whether you are the owner of the parcel or the person receiving the service for which the fee is charged; and (4) your statement that you protest the proposed rate increases. Written protests will not be accepted by e-mail or by fax. Oral protests will not be counted.

If written protests against the proposed rate increases are received from a majority of owners affected, then the Board of Supervisors shall not impose the rate increases. All documents supporting the rate increase are on file at the office of the Clerk of the Board of Supervisors at the address listed above and are available for public review. Any questions regarding the information in this notice may be directed to Jeff Gardner, Waste Management and Recycling Department at (209) 223-6429.

## NOTICE OF PROPOSED INCREASE IN GARBAGE SERVICE RATES

### Dear Property Owner/Customer:

This notice, dated November 11, 2020, explains proposed rates for refuse collection in County Franchise (Rate) Area No. 3, served by ACES Waste Services, Inc. (ACES). These proposed rates will be recommended for adoption by the Amador County Board of Supervisors at the public hearing described in this notice. Rate adjustments are derived by using a waste industry-specific Refuse Rate Adjustment Methodology (RAM).

This notice is being sent to provide you information about proposed new rates for residential and commercial refuse collection, and to provide information on procedures to be followed if you wish to protest the proposed rate increases.

### Notice of Public Hearing:

**The Amador County Board of Supervisors will consider an annual rate increase of 13.30%, (14.50% implemented for 11 months), as described below, at a public hearing on January 12, 2021 at 10:30 a.m., or as soon thereafter as may be heard by the Board of Supervisors, in the Board Chambers, located at 810 Court Street, Jackson, California 95642. If approved, the proposed increase will become effective on February 1, 2021 and run through December 31, 2021.**

### Why Change Rates?

Refuse collection rates in Franchise Area No. 3 were previously adjusted by 6.64% on November 1, 2019. The proposed rate increase is indicated as the RAM reflects cost adjustments required for waste industry-specific items. The specific items resulting in rate increases are:

- Increased cost of recyclable material handling due to China's National Sword Policy
- Increased cost of compliance with state and federal mandates
- Increased waste processing charge at Kiefer landfill up 76%
- New Amador County Capital Improvement Fees for capital projects at Buena Vista Landfill

The following table list the existing rates and the proposed new rates for residential and commercial collection:

Residential Service	Current Monthly Rate	Proposed Increase	New Monthly Rate	11 Month Rate
32-Gal Weekly Pick-Up	\$35.59	\$4.73	\$40.32	\$40.75
64-Gal Weekly Pick-Up	\$45.75	\$6.08	\$51.83	\$52.38
96-Gal Weekly Pick-Up	\$48.08	\$6.39	\$54.47	\$55.05
Commercial Service	Current Monthly Rate	Proposed Increase	New Monthly Rate	11 Month Rate
1 - Yard Bin Weekly	\$139.54	\$18.56	\$158.10	\$159.77
2 - Yard Bin Weekly	\$234.79	\$31.23	\$266.02	\$268.83
3 - Yard Bin Weekly	\$354.36	\$47.13	\$401.49	\$405.74
4 - Yard Bin Weekly	\$469.71	\$62.47	\$532.18	\$537.82
6 - Yard Bin Weekly	\$643.04	\$85.52	\$728.56	\$736.28
7 - Yard Bin Weekly	\$750.44	\$99.81	\$850.25	\$859.25
On Call Per Yard	\$30.91	\$4.11	\$35.02	\$35.39
Debris Box Haul Charge	\$289.63	\$38.52	\$328.15	\$331.63

**Procedures for Commenting and Filing Written Protests:**

At the public hearing on January 12, 2021, the Board of Supervisors will consider all comments and objections, if any, to the proposed rate increases. Any person interested, including all persons owning property or customers served by ACES in Franchise Area No. 3, may appear and be heard as to whether the proposed rates are discriminatory or excessive, or any other matter relating to the rates proposed herein.

Written comments and/or protests should be addressed to:

***The Amador County Board of Supervisors, 810 Court Street, Jackson, CA 95642.***

All written protests must be submitted by the conclusion of the public hearing. The Board of Supervisors will count all written protests submitted prior to the conclusion of the public hearing. Both the owner of the parcel and the person receiving the service for which the fee is charged may submit a written protest but only one protest per parcel will be counted. A written protest must include (1) your original signature; (2) identification of the parcel by parcel number or address; (3) whether you are the owner of the parcel or the person receiving the service for which the fee is charged; and (4) your statement that you protest the proposed rate increases. Written protests will not be accepted by e-mail or by fax. Oral protests will not be counted.

If written protests against the proposed rate increases are received from a majority of owners affected, then the Board of Supervisors shall not impose the rate increases. All documents supporting the rate increase are on file at the office of the Clerk of the Board of Supervisors at the address listed above and are available for public review. Any questions regarding the information in this notice may be directed to Jeff Gardner, Waste Management and Recycling Department at (209) 223-6429.

# NOTICE OF PROPOSED INCREASE IN GARBAGE SERVICE RATES

## Dear Property Owner/Customer:

This notice, dated November 11, 2020, explains proposed rates for refuse collection in County Franchise (Rate) Area No. 4, served by ACES Waste Services, Inc. (ACES). These proposed rates will be recommended for adoption by the Amador County Board of Supervisors at the public hearing described in this notice. Rate adjustments are derived by using a waste industry-specific Refuse Rate Adjustment Methodology (RAM). This notice is being sent to provide you information about proposed new rates for residential and commercial refuse collection, and to provide information on procedures to be followed if you wish to protest the proposed rate increases.

## Notice of Public Hearing:

**The Amador County Board of Supervisors will consider an annual rate increase of 13.30%, (14.50% implemented for 11 months), as described below, at a public hearing on January 12, 2021 at 10:30 a.m., or as soon thereafter as may be heard by the Board of Supervisors, in the Board Chambers, located at 810 Court Street, Jackson, California 95642. If approved, the proposed increase will become effective on February 1, 2021 and run through December 31, 2021.**

## Why Change Rates?

Refuse collection rates in County Franchise Area No. 3C were previously adjusted by 6.64% on November 1, 2019. The proposed rate increase is indicated as the RAM reflects cost adjustments required for waste industry-specific items. The specific items resulting in rate increases are:

- Increased cost of recyclable material handling due to China's National Sword Policy
- Increased cost of compliance with state and federal mandates
- Increased waste processing charge at Kiefer landfill up 76%
- New Amador County Capital Improvement Fees for capital projects at Buena Vista Landfill

The following table list the existing rates and the proposed new rates for commercial collection:

Commercial Service	Current Monthly Rate	Proposed Increase	New Monthly Rate	11 Month Rate
1 - Yard Bin Weekly	\$181.42	\$24.13	\$205.55	\$207.73
2 - Yard Bin Weekly	\$295.17	\$39.26	\$334.43	\$337.97
3 - Yard Bin Weekly	\$414.13	\$55.08	\$469.21	\$474.18
4 - Yard Bin Weekly	\$592.25	\$78.77	\$671.02	\$678.13
6 - Yard Bin Weekly	\$944.83	\$125.66	\$1,070.49	\$1,081.83
7 - Yard Bin Weekly	\$1,078.27	\$143.41	\$1,221.68	\$1,234.62
On Call Per Yard	\$39.78	\$5.29	\$45.07	\$45.55
Debris Box Haul Charge	\$444.90	\$59.17	\$504.07	\$509.41

**Procedures for Commenting and Filing Written Protests:**

At the public hearing on January 12, 2021, the Board of Supervisors will consider all comments and objections, if any, to the proposed rate increases. Any person interested, including all persons owning property or customers served by ACES in Franchise Area No. 3C, may appear and be heard as to whether the proposed rates are discriminatory or excessive, or any other matter relating to the rates proposed herein.

Written comments and/or protests should be addressed to:

***The Amador County Board of Supervisors, 810 Court Street, Jackson, CA 95642.***

All written protests must be submitted by the conclusion of the public hearing. The Board of Supervisors will count all written protests submitted prior to the conclusion of the public hearing. Both the owner of the parcel and the person receiving the service for which the fee is charged may submit a written protest but only one protest per parcel will be counted. A written protest must include (1) your original signature; (2) identification of the parcel by parcel number or address; (3) whether you are the owner of the parcel or the person receiving the service for which the fee is charged; and (4) your statement that you protest the proposed rate increases. Written protests will not be accepted by e-mail or by fax. Oral protests will not be counted.

If written protests against the proposed rate increases are received from a majority of owners affected, then the Board of Supervisors shall not impose the rate increases. All documents supporting the rate increase are on file at the office of the Clerk of the Board of Supervisors at the address listed above and are available for public review. Any questions regarding the information in this notice may be directed to Jeff Gardner, Waste Management and Recycling Department at (209) 223-6429.

# Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: November 10, 2020

## **SUBJECT**

Whole Person Care: Recommendation to not pursue pilot project and to return funds to the State.

## **Recommendation:**

Approval of request outlined in attached Memo

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

No

## **Distribution Instructions:**

Copies distributed to Donna Swanner, Social Services, Melissa Cranfill Behavioral Health

## **ATTACHMENTS**

- [2566\\_001.pdf](#)



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## DEPARTMENT OF SOCIAL SERVICES

10877 Conductor Blvd. Sutter Creek, CA 95685 209-223-6550

### MEMO

**Date:** October 30, 2020

**To:** Amador County Board of Supervisors

**From:** Melissa Cranfill, Director, Amador County Behavioral Health Department  
Anne Watts, Director, Amador County Department of Social Services

**Subject:** Whole Person Care

*aw MC*

California's Whole Person Care (WPC) pilot program coordinates health, behavioral health, and social services in a patient-centered manner with the goal of improved beneficiary health and well-being while possibly reducing costs. WPC is a large scale, collaborative project targeting high-risk, high utilizing Medi-Cal beneficiaries and encouraging the coordination of services between the County, cities, Medi-Cal Managed Care Plans, providers, community organizations, and hospitals to treat the whole person. The Department of Health Care Services is providing one-time funds to initiate a Whole Person Care program to those counties not currently in a WPC pilot.

On January 14, 2020, the Amador County Board of Supervisors approved accepting funding from the State Department of Health Care Services in the amount of \$431,035.49 to be expended within five years (June 30, 2025) to implement Whole Person Care in Amador County.

The County's intention was to accept the funds and to prepare a request for proposals (RFP). On April 1, 2020, the County received all of the funds, which are earning interest. However, the County has not expended any of these funds, and an RFP has not been finalized or circulated.

We have discussed this project and are recommending that these funds be returned to the State at this time. This recommendation is based on several factors.

First, upon further research, we are questioning the sustainability of WPC in our community and are concerned that continuing the program beyond the State funding could require the need for general fund support. The former Director of Health and Human Services was hopeful that Cal-AIM would be a source to rely on for sustainability of WPC. However, Cal-AIM implementation has been postponed due to the pandemic. This leaves a level of uncertainty with which we are not comfortable.

Second, there has been a significant delay in the implementation of this project. These funds were received in April 2020, over six months ago, and to date no action has been taken by the County to begin the RFP process or program implementation. One reason for the delay appears to be the impacts of the pandemic, including the fact that changes have been made in how services are now being provided, which impacts the vision that the Health and Human Services Director had regarding a mobile team providing services face to face in the community and in clients' homes. Continued modifications in how services are provided as a result of the pandemic could result in even further delays. This delayed start means full implementation could potentially not occur until late 2021 or even early 2022.

Lastly, the pandemic continues to impact both Departments' services and staffing, limiting our capacity to take on a project of this magnitude. Doing so would pull our focus away from mandated projects, some of which also target our highest need clients and support collaborative approaches.

RECOMMENDATION:

Amador County Behavioral Health Department and Amador County Department of Social Services recommend that the County not pursue this project at this time and that these funds be returned to the State.

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: November 10, 2020

## **SUBJECT**

General Services Administration: Follow up - California Public Utilities Commission (CPUC) Rule 20A - P.G.&E. Credits

## **Recommendation:**

Discussion and possible action regarding direction to staff to sell credits.

Attachments: Email

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

No

## **Distribution Instructions:**

Jon Hopkins; Auditor-Controller

## **ATTACHMENTS**

- [Follow up P.G&E Rule 20A Memo 11.4.20.pdf](#)
- [P.G&E Rule 20A Memo 9.29.20.pdf](#)
- [Mike Israel Memo 10.6.50.pdf](#)
- [City of Burlingame Letter 9.25.20.pdf](#)
- [Email from Lisa Goldman 10.20.20.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@amadorgov.org](mailto:jhopkins@amadorgov.org)



## MEMORANDUM

To: Board of Supervisors

From: Jon Hopkins, GSA Director *Hop*

Date: October 15, 2020

Subject: Follow up - California Public Utilities Commission (CPUC) Rule 20A - P.G.&E. Credits

**Background:** This memo is to follow up with the Board regarding the efforts made regarding selling the County's Rule 20A - P.G.&E. Credits. Please see previous memos and information for reference.

**Subject or Key Issue:** Discussion and possible action.

**Analysis:** Staff has been acquiring contact information for all counties and cities listed in P.G.&E.'s list of credit holding public agencies; 46 counties and 216 cities. Offers of interest were sent as soon as valid contact information was obtained. In regards to the City of Burlingame's offer, please see the attached email from Lisa Goldman, City Manager for the City of Burlingame at .30/dollar; this would result in approximately 1.1 million pending the City still needs credits.

**Alternatives:** N/A

**Fiscal or Staffing Impacts:** N/A

**4/5ths vote:** N/A

**Recommendation:** Discussion and possible action regarding direction to staff to sell credits.

**Attachments:** Email from Lisa Goldman, City of Burlingame dated October 20, 2020  
Memo From Director Hopkins dated September 29, 2020  
Letter from City of Burlingame dated September 25, 2020  
Memo from Mike Israel, Community Development Director dated October 6, 2020

cc: Chuck Iley, County Administrative Officer  
Greg Gillott, County Counsel  
Mike Israel, Community Services  
file

# 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@amadorgov.org](mailto:jhopkins@amadorgov.org)



## MEMORANDUM

To: Board of Supervisors

From: Jon Hopkins, GSA Director *Hop*

Date: September 29, 2020

Subject: California Public Utilities Commission (CPUC) Rule 20A - P.G.&E. Credits

**Background:** This program is essentially a utility credit program, a financial program that provides “credits” to a local government. Each utility is given an allotment of credits to distribute to its respective municipalities every year. These Rule 20A credits enable the municipality and utilities to work on qualified projects with the utility responsible for the planning, design, and construction aspects of removing overhead infrastructure and placement in an underground trench. The utility is compensated for project costs by collecting the municipality’s accumulated credits and including them in subsequent general rate cases so that the electric rates charged to all customers within their service territory will cover the submitted Rule 20A expenses.

**Subject or Key Issue:** Discussion and possible action.

**Analysis:** The CAO received a letter from the City of Burlingame offering to purchase Amador County’s credits. The county’s credits currently amount to \$3,703,807.00 as of September. The city offered 25% of that amount to obtain the County’s credits, or currently \$925,951.80 (see-attached letter). Certain criteria is required to be met in order to have an underground project approved by PG&E; in general, projects must be located on a major collector or arterial street or corridor that serves the good of the community at large. The costs for these types of projects can range from \$1,000.00 to \$2,000.00 per foot, making efforts to find a viable project difficult with the available credits. This program has been in effect for over 50 years and was initially intended to help improve city and county streetscapes. Today, the CPUC is considering options that may change Rule 20A that could include: 1) eliminating credits from those entities that have not used their credits or; 2) freezing credits providing entities 10 years to engage in a project or; 3) paying off credits to close the program. While none of these options have ever been formalized, it is unknown what the CPUC will decide to do in April when they address what to do with the Rule 20A program.

**Alternatives:** 1) Seek out offers from other public agencies or; 2) identify a project or; 3) do nothing.

**Fiscal or Staffing Impacts:** N/A

**4/5ths vote:** N/A

**Recommendation:** Discussion and possible action.

**Attachments:** Letter from City of Burlingame dated September 25, 2020  
Memo from Mike Israel, Community Development Director dated October 6, 2020

cc: Chuck Iley, County Administrative Officer  
Greg Gillott, County Counsel  
Mike Israel, Community Services  
file



# AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY

PHONE: (209) 223-6439

FAX: (209) 223-6228

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

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

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

## MEMORANDUM

TO: Jon Hopkins, GSA Director

FROM: Michael W. Israel, Community Development Director *MW*

DATE: October 6, 2020

SUBJECT: Tariff Rule 20A – Undergrounding Utilities

I became aware of Amador County's Rule 20A credits during the summer of 2019, when \$18,000 of our credit was being reallocated to another jurisdiction because the County had not formed an undergrounding district or identified projects. In August of that year I exchanged emails with Keith Basque, PG&E's Rule 20A Liaison. Keith provided some information regarding the program and indicated average cost was \$1,500 per foot for undergrounding projects. There was some interest on the part of a few River Pines residents to develop a project there but no real progress was made. No other sites were identified.

If the County is interested in using the credits we would need to identify one or more candidate projects and form a district. Alternatively, the credits have value to other jurisdictions. An August 2019 email from the Director of Public Works for the City of Pismo Beach to Jered Reinking indicated they had spent up to 35 cents per dollar of credit for a project and were looking to purchase additional credits from Amador County. These purchase requests come up from time to time.



# The City of Burlingame

OFFICE OF THE  
CITY MANAGER

CITY HALL — 501 PRIMROSE ROAD  
BURLINGAME, CALIFORNIA 94010-3997

TEL: (650) 558-7204  
FAX: (650) 566-9282

September 25, 2020

Mr. Chuck Iley, Chief Administrative Officer  
Amador County  
810 Court Street  
Jackson, CA 95642

Dear Mr. Iley:

On behalf of our City Council, I am writing to see if your County might be interested in selling your PG&E Rule 20A credits to the City of Burlingame. Burlingame has a major deferred maintenance project on State Highway 82 (El Camino Real). A recent Caltrans estimate to repair our stretch of El Camino Real is over \$100 million. The City and Caltrans have been at an impasse over the repair and maintenance of El Camino Real for close to 40 years. That impasse was broken last year in an innovative negotiation between the City and Caltrans. However, one of the de facto requirements of the compromise is that the City is responsible for undergrounding the overhead PG&E utility wires along El Camino Real. The estimated cost of \$25 million is a huge price tag for a city of our size.

The good news for us is that we have approximately \$6 million in PG&E work credits in our Rule 20A account. PG&E provides these Rule 20A credits to cities and counties on an annual basis to use for undergrounding utilities. If a jurisdiction does not use them in a given year, then they are banked for future use. These credits can only be used to underground utilities.

Based on the information provided by PG&E, your County has PG&E Rule 20A credits in your account, and we are interested in buying them. This is a time-sensitive request for two reasons – the first, obvious reason is that we have a major undergrounding project to pay for; but the second reason is that the CPUC is seriously considering forbidding jurisdictions from selling the credits to others and closing down the program.

According to PG&E, your credits are valued at \$3,566,437. We are prepared to offer you \$891,609 in cash for these credits. We are making this offer to a number of cities and counties like yours that have credits. Once we have acquired sufficient credits, our offer will be withdrawn.

If you have a major undergrounding project in the years ahead, of course you should hold onto these credits. But if you do not, and if you are willing to monetize them, then we would like to see if we can reach a deal. You can reach me at [lgoldman@burlingame.org](mailto:lgoldman@burlingame.org) or 650-558-7243 if you are interested in discussing this offer.

Many thanks for your consideration.

Lisa K. Goldman  
City Manager

Subscribe to the City of Burlingame's weekly e-newsletter at [www.burlingame.org/enews](http://www.burlingame.org/enews).



Jon Hopkins <jhopkins@amadorgov.org>

---

## Rule 20A credits

---

**MGR-Lisa Goldman** <lgoldman@burlingame.org>  
To: Jon Hopkins <jhopkins@amadorgov.org>

Tue, Oct 20, 2020 at 11:17 AM

Hi John,

My Council approved an MOU last night for \$.30/dollar. They are not willing to go to \$.40.

Good luck with your efforts.

[Quoted text hidden]



image001.jpg  
7K

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: November 10, 2020

## **SUBJECT**

Discussion and possible action relative to the appointment of an ad-hoc committee to develop a response to the 2019/2020 Grand Jury Report. The Committee would draft a response that would be brought back to regular session for discussion and approval by the full Board of Supervisors.

## **Recommendation:**

Appointment of Committee or other direction as desired

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

No

## **Distribution Instructions:**

Clerk

## ATTACHMENTS

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 10, 2020

## **SUBJECT**

Discussion and possible action relative to consideration of a contribution to KVGC Radio

## **Recommendation:**

Approval of contribution is so desired

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

Yes

## **Distribution Instructions:**

Auditor, Budget, Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: November 10, 2020

## **SUBJECT**

Discussion and possible action relative to approval of the Board of Supervisors meeting schedule for calendar year 2021 and possible changes to the Board of Supervisors meeting schedule for December, 2020

## **Recommendation:**

Direct changes to the schedule as desired

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

No

## **Distribution Instructions:**

Clerk

## **ATTACHMENTS**

- [20-11-10 - Meeting Schedule Memo.pdf](#)
- [Draft BOS 2021 Meeting Schedule.pdf](#)



**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)

November 4, 2020

**MEMORANDUM**

TO: Amador County Board of Supervisors

FROM: Chuck Iley, County Administrative Officer 

RE: BOS Meeting Schedule for December, 2020 and all of 2021

Attached is a draft meeting schedule for calendar year 2021. I have placed BOS meeting on the second and fourth Tuesday of each month and have shown the CSAC Annual Meeting and Legislative Conference, as well as the RCRC Annual Meeting. The draft also shows only one meeting occurring in December of 2021.

I have heard a number of concerns about the meeting schedule that the Board approved for December. The primary concern surrounds the meeting the week of Christmas, and concern that attendance would be minimal given the holiday week.

The current schedule has the BOS meeting on December 8 and December 22, which falls into the normal pattern for BOS meetings – the second and fourth Tuesdays of the month. With five Tuesdays in December, that leaves a three week gap to the first meeting in January.

If the Board wishes to consolidate the meetings in December and have only one during that month, I would recommend that meeting be held on December 15, which is three weeks after the last meeting in November, and the regularly scheduled meeting in January be moved to the first Tuesday, January 5, reducing that gap to three weeks. The draft schedule for 2021 shows the change to that first meeting of the year.

# Amador County Board of Supervisors

## 2021 Meeting Schedule - DRAFT

January						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

-  - Board of Supervisors Meeting
-  - Board of Equalization Meeting
-  - County Holiday - Offices Closed
-  - CSAC/RCRC/CSAC Legislative Conference

CTI - 11/10/2020

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 10, 2020

## **SUBJECT**

Minutes: Review and possible approval of the October 27, 2020 minutes.

## **Recommendation:**

Approval.

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

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Planning  
Meeting Date: November 10, 2020

## **SUBJECT**

Reconsideration of an Ordinance Amending Title 19 of the Amador County Code by Repealing Section 19.48.060, "Private Stables." and Replacing it with Section 19.48.060, "Livestock Management on Parcels Less Than Five Acres in Size."

## **Recommendation:**

Pleasure of the Board

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

No

## **Distribution Instructions:**

Planning, Environmental Health

## **ATTACHMENTS**

- [Ordinance 1802 FINAL DRAFT AMENDMENT TO COUNTY CODE SECTION 19.48.060 b.docx.docx](#)

ORDINANCE NO. 1802

**AN ORDINANCE AMENDING TITLE 19 OF THE AMADOR COUNTY CODE BY REPEALING SECTION 19.48.060, “PRIVATE STABLES.” AND REPLACING IT WITH SECTION 19.48.060, “LIVESTOCK MANAGEMENT ON PARCELS LESS THAN FIVE ACRES IN SIZE.”**

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

SECTION 1.

Recitals of Fact.

WHEREAS, the Amador County Board of Supervisors directed staff and the Agricultural Advisory Committee to review options for establishing minimum standards for allowable numbers of poultry and livestock in various zoning districts on November 13, 2018; and

WHEREAS, formal recommendations to the Board of Supervisors were completed by the Agricultural Advisory Committee on December 18, 2019, the Land Use Committee on January 23, 2020, and the Planning Commission on July 14, 2020; and

WHEREAS, all notices and public hearings mandated by the State Planning Law and Title 19 (Zoning) of the Amador County Code have been adhered to by the Amador County Planning Commission and Board of Supervisors; and

WHEREAS, the Board of Supervisors adopts this ordinance because the public necessity, convenience, and general welfare require such an amendment.

SECTION 2.

Title 19, Zoning, of the Amador County Code is hereby amended by repealing Section 19.48.060, Private stables,” and replacing it with Section 19.48.060, Livestock management on parcels less than five acres in size” as follows:

19.48.060 ~~Private stables.~~ Livestock management on parcels less than five acres in size.

~~The following regulations shall apply in all cases where a use permit has been issued for the maintenance of a private stable:~~

~~A.—The minimum lot area upon which horses may be kept is one acre, and two horses may be kept on such area. One additional horse may be kept for each twenty thousand square feet by which the parcel of land exceeds one acre.~~

~~B.—Stables shall not be located closer than twenty feet from the side lines, and not closer than fifty feet to the front lot line. Paddocks shall be located on the rear half of the lot and not closer~~

~~than twenty feet to any property line, nor closer than forty feet from any dwelling on the same or adjacent property.~~

- A. This ordinance does not apply to any parcel five acres or greater in size, regardless of zoning district or General Plan land use designation. This ordinance applies to livestock, as that term is defined in Section 8.04.080 of this code. Existing nonconforming uses which are maintained so as to not create a public nuisance are automatically exempt from this ordinance unless and until the nonconforming use ceases for a period of two or more years or until the use is determined to be a public nuisance by the Amador County Health Officer, Agricultural Commissioner, or Board of Supervisors.
- B. Maintaining livestock on parcels less than five acres in size is subject to the following stocking density limits:
  - 1) For large animals such as full size horses, cattle, adult swine, or any livestock with an average adult size 500 pounds or more the allowed density is one acre per animal except that two animals are allowed on one acre (two animals on one acre; two animals on two acres; three animals on three acres; four animals on four acres);
  - 2) For medium size animals such as sheep, goats, miniature horses, ratites (other than kiwis) or any livestock with an average adult size 50-499 pounds, the allowed density is one-quarter acre per animal (4 per acre);
  - 3) For small animals such as poultry, with the exception of roosters, or any livestock with an average adult size less than 50 pounds the allowed density is 0.02 acres per animal (50 per acre);
  - 4) No more than five roosters may be maintained on any parcel less than five acres. These are to be included with the total count of small animals.
  - 5) The total acreage required is the sum of the required acreage for each individual animal.
- C. This ordinance does not apply to livestock employed for vegetation management or fire hazard abatement purposes provided that the stocking density of those animals does not exceed the above listed standards for more than 90 days in a calendar year.
- D. This ordinance does not apply to educational, youth oriented animal husbandry projects affiliated with 4H, FFA, Grange, or other organizations or similar independent study projects.
- E. Operations requiring more intensive stocking density shall be subject to a staff issued discretionary use permit.
- F. For those operations incorporating two or more separate parcels owned or controlled by the owner of the livestock, the total acreage of the adjoining parcels shall be used to determine the applicability of this chapter.
- G. The applicant or any interested person may appeal the planning department's decision pursuant to Chapter 19.64 of this title within ten calendar days after said decision. Approved use permits shall become valid following the ten-day appeal period if no appeals are filed.

SECTION 3.

This ordinance or a summary thereof shall be published in the manner prescribed in Government Code Section 25124 and shall become effective thirty days after the date hereof.

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 10<sup>th</sup> day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

---

PATRICK CREW  
Chairman, Board of Supervisors

ATTEST:

---

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

# Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: November 10, 2020

## **SUBJECT**

Behavioral Health / DHCS Multi-year Drug Medi-Cal Treatment Program Substance Use Disorder Services Fiscal Years 20-21, 21-22, 22-23

## **Recommendation:**

Approve the resolution, which approves the standard agreement and delegates signature authority to Behavioral Health Director.

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

No

## **Distribution Instructions:**

Return certified Resolution to Karen Vaughn/Behavioral Health

## **ATTACHMENTS**

- [Civil Rights FY 2020-23- Amador -20-10170.pdf](#)
- [Department of Health Care Services SUD Agreement Resolution.docx](#)
- [CCC 042017 - FY 2020-23- Amador -20-10170.pdf](#)
- [Exhibit B - DMC- FY 2020-23- Amador -20-10170.pdf](#)
- [Exhibit D\(F\) DMC - FY 2020-23- Amador -20-10170.pdf](#)
- [Exhibit E - DMC - FY 2020-23- Amador -20-10170.pdf](#)
- [Exhibit F -FY 2020-23- Amador -20-10170.pdf](#)
- [Memo to Board.pdf](#)
- [Transmittal Letter - DMC - FY 2020-2023 - Amador 20-10170.pdf](#)
- [DMC Exhibit B, Attachment I - FY 2020-23- Amador -20-10170.pdf](#)
- [DMC STD 213 FY 2020-23- Amador -20-10170.pdf](#)
- [Exhibit A - DMC - FY 2020-23- Amador -20-10170.pdf](#)
- [Exhibit A Attachment I - DMC - FY 2020-23- Amador -20-10170.pdf](#)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

---

Printed Name and Title of Person Signing

---

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

---

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

IN THE MATTER OF:

RESOLUTION APPROVING STANDARD )  
AGREEMENT (#20-10170) WITH THE ) RESOLUTION NO. 20-XXX  
STATE OF CALIFORNIA DEPARTMENT OF )  
HEALTH CARE SERVICES FOR THE TERM )  
OF JULY 1, 2020 THROUGH JUNE 30, 2023

WHEREAS, The Department of Health Care Services (DHCS) and the County of Amador enter into this contract by authority of Chapter 3 of part 1, Division 10.5 of the Health and Safety Code (HSC) and with the approval of the Amador County Board of Supervisors for the purpose of providing alcohol and drug services.

WHEREAS, DHCS and Amador County enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment. The objective is to make substance use treatment services available to Medi-Cal beneficiaries.

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 by and between the County of Amador and the California Department of Health Care Services for the purpose of providing substance use treatment services for covered Drug Medi-Cal services.

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 November 2020 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Patrick Crew,  
Chairman, Board of Supervisors

ATTEST:

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

(RESOLUTION NO. 20-xxx)

# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

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

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

#### EXPATRIATE CORPORATIONS:

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

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

#### CONFLICT OF INTEREST:

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

- a) Current State Employees (PCC 10410):
  1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
  1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

#### LABOR CODE/WORKERS' COMPENSATION:

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

#### AMERICANS WITH DISABILITIES ACT:

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

#### CONTRACTOR NAME CHANGE:

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

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

#### RESOLUTION:

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

#### AIR OR WATER POLLUTION VIOLATION:

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

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

**Exhibit B**  
**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 actual allowable costs specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal (DMC) State General Funds to pay for any non-DMC services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. 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. In this event, DHCS may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Contractor shall reimburse its subcontractors that receive a combination of DMC funding and other federal or county realignment funding for the same service element and location based on the subcontractor's actual allowable costs in accordance with Medicaid reimbursement requirements as specified in Title XIX of the Social Security Act, Title 22 of the California Code of Regulations (CCR) Section 51516.1, the Medicaid state plan, and Part II, Section 2.I. below. Payments at negotiated rates shall be settled to actual allowable cost at year-end.

**Exhibit B**  
**Budget Detail and Payment Provisions**

F. 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 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 contract to Contractor to reflect the reduced amount.

G. 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 actual allowable costs.
2. Contractor shall maintain for review and 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 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 Title 22 CCR Section 51458.1.

H. Effective from the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this Contract, Contractor's Performance of any additional legal requirements, including, but not limited, to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**Section 2 – General Fiscal Provisions – Drug Medi-Cal**

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B, Part II. Any State General Funds or Federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to DHCS pursuant to Title 22 CCR Section 51458.1.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, DHCS solely has the option to void this Contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the Contract.

D. Actual allowable costs

Actual allowable costs, as used in Title 22 CCR Section 51516.1 shall be determined in accordance with Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter B, Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or [www.cms.hhs.gov](http://www.cms.hhs.gov).

In accordance with Welfare and Institutions (W&I) Code Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22 Section 51341.1(c), may not be used as match for targeted case management services or for DMC administrative activities.

**Exhibit B**  
**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 Maximum Payable amount 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 Contract 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.
4. For each fiscal year, DHCS may settle actual allowable costs for services to the Contractor and its subcontractors based on each fiscal year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to this Contract.

**Section 2. Drug Medi-Cal**

- A. To the extent that the Contractor provides the covered services in a satisfactory manner in accordance with the terms and conditions of this Contract, DHCS agrees to pay the Contractor Federal Medicaid funds according to Exhibit A, Attachment I, Part III. Subject to the availability of such funds, Contractor shall receive Federal Medicaid funds and/or State General Funds for allowable expenditures as established by the Federal Government and approved by DHCS, for the actual allowable cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part I, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the W&I Code, the Health and Safety Code, California's Medicaid State Plan, and Title 22 CCR Sections 51341.1, 51490.1, 51516.1, and 51532.

**Exhibit B**  
**Budget Detail and Payment Provisions**

- C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for DHCS to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its subcontractor from DMC program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the Federal Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22 CCR Sections 51047(a) and (b).
- D. Before such denial, recoupment, or disallowances are made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken, as required in Title 22 CCR Section 51047(a). This requirement does not apply to the DMC Post service Post payment Utilization Reviews or claims rejected or denied by Short Doyle.
- E. DHCS shall refund to the Contractor any recovered Federal DMC overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22 CCR Section 51047(e).
- F. Contractor shall be reimbursed by DHCS on the basis of its actual allowable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the Contractor by a subcontracted provider that is not certified or whose certification has been suspended pursuant to the W&I Code Section 14107.11 and 42 CFR 455.23, shall not be certified or processed for federal or state reimbursement by the Contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required, Contractor shall submit to DHCS information as identified in Exhibit E, Section 1(D).
- I. Reimbursement for covered services, other than Narcotic Treatment Program (NTP) services, shall be limited to the lower of:
  - 1. The provider's usual and customary charges to the general public for the same or similar services.
  - 2. The provider's actual allowable costs.
  - 3. The DMC Statewide Maximum Allowance (SMA) for the modality.

**Exhibit B**  
**Budget Detail and Payment Provisions**

- J. Reimbursement to NTP's shall be limited to the lower of either the Uniform Statewide Daily Reimbursement (USDR) rate, pursuant to W&I Code Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public for the purpose of this section. (W&I Code Section 14021.51(h)(2)(A))
- K. DHCS shall reimburse the Contractor the State General Funds and/or Federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I, Part III.
- M. Contractors and subcontractors must accept, as payment in full, the amounts paid by DHCS in accordance with Title 22 CCR Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.

**Section 3. Drug Medi-Cal Direct Provider Contracts**

- A. Pursuant to W&I Code 14124.21, DHCS shall contract directly with qualified DMC providers within the Contractor's county as necessary to ensure beneficiary access to DMC services.
- B. DHCS will invoice the County for the county realignment share of approved DMC claims received by DHCS from Direct Providers. The County shall reimburse DHCS for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If the County does not reimburse DHCS within 30 days of receipt of the invoice, DHCS may offset the amount owed from any other funding owed to the County by DHCS or any other State agency. The parties acknowledge that DHCS's Direct Providers shall be responsible for repayment of any disallowed claims. However, in no event shall DHCS be liable for Medicaid reimbursement for any disallowed claims.
  - 1. Any contractor contracting with DHCS for the provision of services through NTP providers may receive reimbursement of the USDR rate.
  - 2. As a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to the Direct Contract Provider will be handled through an invoice process to the Contractor. Additionally, as a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to DHCS will be returned to the Contractor.

**Exhibit B**  
**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. 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 recommendation 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, 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 of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of DHCS to the Contractor and/or its subcontractors.
- 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 action as a result of its finding in any areas.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**Section 2. Drug Medi-Cal Financial Audits**

- A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.
  2. To ensure that only the cost of allowable DMC activities are included in reported costs.
  3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or [www.cms.hhs.gov](http://www.cms.hhs.gov), for comparison to the DMC cost per unit.
  4. To review documentation of units of service and determine the final number of approved units of service.
  5. To determine the amount of clients' third-party Revenue and Medi-Cal share of cost to offset allowable DMC reimbursement.
  6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22 CCR Section 51516.1.
- B. In addition to the audit requirements set forth in Exhibit D(F), DHCS may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:
1. NTP providers are required to submit a cost report pursuant to W&I Code Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources.
  2. A review of actual allowable costs incurred for comparison to services claimed.
  3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately.

**Exhibit B**  
**Budget Detail and Payment Provisions**

4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance.
  5. Computation of final settlement based on the lower of Uniform Statewide Daily Reimbursement Rate or the provider's usual and customary charge to the general public.
  6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.
- E. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to DHCS their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22 CCR Section 51516.1. These records include, but are not limited to, matters pertaining to:
1. Provider ownership, organization, and operation
  2. Fiscal, medical, and other recordkeeping systems

**Exhibit B**  
**Budget Detail and Payment Provisions**

3. Federal income tax status
  4. Asset acquisition, lease, sale, or other action
  5. Franchise or management arrangements
  6. Patient service charge schedules
  7. Costs of operation
  8. Cost allocation methodology
  9. Amounts of income received by source and purpose
  10. Flow of funds and working capital
- G. Contractor shall retain records of utilization review activities required in Exhibit A, Attachment I Part I, Section 4(B) herein for a minimum of ten years.

**Exhibit B**  
**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 DHCS, 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 ten-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 ten-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 ten 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. DHCS Administrative Manual (SAM) contains statutory requirements

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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>.

The Contractor shall retain all records required by W&I Code Section 14124.1 for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, 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 I, 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.
2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.
3. 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. 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.
4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.

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Budget Detail and Payment Provisions**

**Part V. Drug Medi-Cal Reimbursement Rates**

**A. "Uniform Statewide Daily Reimbursement Rate (USDR)"** means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, CCR, Sections 51341.1 and 51516.1 and Title 9, CCR, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows USDR rates:

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS FY 2020 - 2021	Perinatal Rate Per UOS FY 2020 - 2021
NTP-Methadone Dosing	Daily	\$14.20	\$15.29
NTP - Individual Counseling (*)	One 10-minute increment	\$16.65	\$23.84
NTP - Group Counseling (*)	One 10-minute increment	\$3.80	\$6.09

(\*) The NTP Contractors may be reimbursed for up to 200 minutes (20 ten-minute increments) of individual and/or group counseling per calendar month. If a medical necessity determination is made that requires additional NTP counseling beyond 200 minutes per calendar month, NTP Contractors may bill and be reimbursed for additional counseling (in 10-minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

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**B. “Unit of Service”** means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary’s record. While the rates are approved by DHCS, they are subject to change through the regulation process. Units of service are identified in the following table:

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS FY 2020 – 2021	Perinatal Rate Per UOS FY 2020 - 2021
Intensive Outpatient Treatment	Face-to-Face Visit	\$76.43	\$91.45
Naltrexone Treatment	Face-to-Face Visit	\$19.06	NA
Perinatal Residential **	Daily – Residential Day	NA	\$112.55
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$83.30	\$119.23
	Face-to-Face Visit – Group (per person)	\$33.90	\$54.25

\*\* Residential Substance Abuse Services for EPSDT eligible beneficiaries will be reimbursed at the Perinatal Residential DMC rate, excluding room and board.

**Special Terms and Conditions**

*(For federally funded service contracts or agreements and grant agreements)*

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

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
  - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
  - c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
  - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or

the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this

Agreement or until such time as the motor vehicle is returned to DHCS.

- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,

- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
  - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
  - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
    - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
  - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
  - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
  - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
  - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
  - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
 

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
  - i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
  - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## 8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## 9. Federal Contract Funds

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

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

## 10. Termination

### a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

### b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

## 11. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that

are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

#### **b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any

purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

#### **c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

#### **d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

#### **e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

#### **f. Warranties**

- (1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
  - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
  - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
  - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **12. Air or Water Pollution Requirements**

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

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

### **13. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

### **14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

#### **15. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

#### **16. Dispute Resolution Process**

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

raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
  - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
  - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## 18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

**19. Debarment and Suspension Certification**

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

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**20. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**21. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**22. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**23. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**24. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**25. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

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

**27. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**29. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**30. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

## f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**31. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

- (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
- (a) Cancel, extend, or modify the suspension or stop work notification; or
  - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
  - d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
  - e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
  - f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **32. Public Communications**

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

### **33. Compliance with Statutes and Regulations**

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### **34. Lobbying Restrictions and Disclosure Certification**

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

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

in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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

b. Prohibition

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

**Attachment 1  
State of California  
Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

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

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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

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

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

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

**Exhibit E**  
**Additional Provisions**

**1. Amendment Process**

- A. The Department of Health Care Services (DHCS) may amend the Contract.
- B. Should either party, during the term of this Contract, desire any amendments to this Contract, such amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed amendments are accepted or rejected. If accepted, the agreed upon amendments shall be made through the DHCS's official contract amendment process. No amendment shall be binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.
- C. A contract amendment shall be required to change encumbered amounts for each year of a multi-year contract period.
- D. Any proposed amendments to the contract shall be requested by the Contractor by May 1 of the current fiscal year in order for the amendment to be effective the following fiscal year. An amendment proposed by either the Contractor or DHCS shall be forwarded in writing to the other party.
  - 1) The Contractor's proposed amendment shall include the proposed changes and a statement of the reason for the proposed change.
  - 2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.
- E. Contractor shall return an executed Contract amendment to DHCS within 90 calendar days from the date of its issuance.
- F. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year shall not be encumbered if DHCS does not receive a fully executable Contract amendment on or before June 30<sup>th</sup>.
- G. DHCS shall settle costs for substance use disorder services based on the year-end cost settlement report as the final amendment to the approved single State/County Contract.

**2. Cancellation / Termination**

- A. This Contract may be cancelled by DHCS without cause upon 90 calendar days advance written notice to the Contractor.
- B. DHCS reserves the right to cancel or terminate this Contract immediately for cause.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Contract.

**Exhibit E**  
**Additional Provisions**

- D. Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Contract costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- G. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.
- H. The following additional provisions regarding termination apply to this Contract:
- 1) In the event the Federal Department of Health and Human Services (hereinafter referred to as DHHS), or DHCS determines that the Contractor does not meet the requirements to participate in the Drug Medi-Cal (DMC) Treatment Program, DHCS will terminate payments for services provided pursuant to Exhibit A, Attachment I, Part I, of this Contract for cause.
  - 2) Contractor's obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. Contractor shall be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.  
  
Contractor shall be responsible for processing and paying invoices and statements for covered services and utilization reviews until the effective date of termination or expiration of the Contract.
  - 3) In the event this Contract is terminated, the Contractor shall refer DMC clients to providers who are certified to provide the type(s) of services the client has been receiving.
- I. In the event this Contract is terminated, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.

**Exhibit E**  
**Additional Provisions**

**3. Avoidance of Conflicts of Interest by Contractor**

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.
  - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Contract. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Contract.

**4. Freeze Exemptions**

- A. Contractor agrees that any hiring freeze not mandated by the State during the term of this Contract shall not be applied to the positions funded, in whole or part, by this Contract.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Contract.

**Exhibit E**  
**Additional Provisions**

- C. Contractor agrees that any travel freeze or travel limitation policy adopted by the Contractor during the term of this Contract shall not restrict travel funded, in whole or part, by this Contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted by the Contractor during the term of this Contract shall not restrict or limit purchases funded, in whole or part, by this Contract.

**5. Domestic Partners**

This provision supersedes and replaces Provision 7 (Domestic Partners) in the Department of General Services' Contractor Certification Clauses incorporated by reference within the General Terms and Conditions (GTC) cited on the face of the Contract. Based upon an existing program exemption from Chapter 2 of Part 2 of Division 2 of the Public Contract Code that applies to this Contract, DHCS concludes that this Contract is not subject to the requirements of Public Contract Code Section 10295.3 governing domestic partners.

**6. Force Majeure**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**7. Identification of Contractor versus Subrecipient**

DHCS has classified this Contract as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330.

**Exhibit F**  
**Business Associate Addendum**

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
  - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

**8. Compliance with Other Applicable Law**

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## **9. Additional Responsibilities of Business Associate**

**9.1 Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

### **9.2 Safeguards and Security.**

**9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

**9.2.2** Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

**9.2.2.1** NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

**9.2.2.2** FedRAMP – Federal Risk and Authorization Management Program

**9.2.2.3** PCI – PCI Security Standards Council

**9.2.2.4** ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

**9.2.2.5** IRS PUB 1075 – Internal Revenue Service Publication 1075

**9.2.2.6** HITRUST CSF – HITRUST Common Security Framework

**9.2.3** Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In

addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

**9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

**9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

**9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

**9.3 Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

**10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

**11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

**12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

**13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

**14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

**15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

**16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

**18. Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to DHCS.**

**18.1.1** Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

**18.1.2** Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

**18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

**18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

**18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

**18.1.2.4** Potential loss of confidential data affecting this Agreement.

**18.1.3** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<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 PHI, Business Associate shall take:

**18.1.3.1** Prompt action to mitigate any risks or damages involved with the security incident or breach; and

**18.1.3.2** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

**18.2 Investigation.** Business Associate shall immediately investigate such security incident or confidential breach.

**18.3 Complete Report.** To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business

Associate’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective action plan.

**18.3.1** If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

**18.4 Notification of Individuals.** If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

**18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

**18.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Office</b>	<b>DHCS Information Security Office</b>
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>

**19. Responsibility of DHCS.** DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**20. Audits, Inspection and Enforcement**

**20.1** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

**20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

**21. Termination**

- 21.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:
- 21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
  - 21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.
- 21.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

## 22. Miscellaneous Provisions

- 22.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.
- 22.2. Amendment.**
- 22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
  - 22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.
- 22.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 22.6 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.

# 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: October 23, 2020

RE: Multi-year Drug Medi-Cal Treatment Program Substance Use Disorder Services between the Department of Health Care Services (DHCS) and Amador County for Fiscal Years 2020-2021 through 2022-2023.

## Background:

The California Department of Health Care Services (DHCS) enter into this Contract pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code, Sections 14021.51-14021.53 and 14124.20-14124.25 of the Welfare & Institution Code and Title 22 of the California Code of Regulations for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment in Amador County.

## Key Issue:

The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by enrolled DMC providers.

## DHCS Instruction:

The contract 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 – must be obtained. 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 Drug Medi-Cal Treatment Program Substance Use Disorder Services agreement 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.



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



GAVIN NEWSOM  
GOVERNOR

DATE: October 16, 2020  
TO: Amador County Alcohol and Drug Administrator  
Contract # 20-10170

SUBJECT: Transmittal of the Multi-Year Contract for Substance Use Disorder Services for Fiscal Years 2020-21 through 2022-23.

Enclosed for signature is the multi-year Contract for Substance Use Disorder (SUD) services for Fiscal Year (FY) 2020-21 through FY 2022-23.

The Contract must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) by close of business **December 16, 2020**.

The requirements for processing the enclosed multi-year Contract include the following:

- Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which specifically approves and authorizes execution of this Contract.
- The individual authorized by the County Board of Supervisors (BOS) must sign three Standard Agreements (Form STD 213). Please ensure that the printed name, title and address are correct. If they are not correct, please cross out and replace to the right side of the name and/or address (ensuring all written information is legible).
- Return the following to DHCS: **\*\*Please do not staple any documents.\*\***
  - **One** copy of resolution, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).
  - **Three** original signed STD 213s. Only an original wet signature will be accepted; signature stamps or seals are **not** an acceptable form of signature.
  - **Three** copies of each of the following exhibits:
    - Exhibit A - Scope of Work
    - Exhibit A, Attachment I - Program Specifications
    - Exhibit B - Budget Detail and Payment Provisions
    - Exhibit B Attachment I - Funding Amounts

October 16, 2020

- Exhibit D(F) - Special Terms and Conditions
- Exhibit E - Additional Provisions
- Exhibit F - Privacy and Information Security Provisions
- **One** original signed CCC 04/2017 (Contractor Certification Clauses)
- **One** original signed California Civil Rights Laws Certification

➤ Send to:

<b>Regular Mail &amp; Overnight Mail</b>
Department of Health Care Services Contract Services Branch Attention: Kristen Dingman 1501 Capitol Avenue, MS 4200 Sacramento, CA 95814

- Please retain a copy of the signed Standard Agreement and the documents, as outlined in the Standard Agreement (copies enclosed), as a temporary record until such time you receive a copy of the executed Contract.

Upon DHCS' receipt of the signed Standard Agreements and authority documentation (including all enclosed exhibits), the Contract will be processed and an original signed copy will be returned for your records with all related contractual documents.

This Contract will be valid and enforceable subject to authorization and appropriation of sufficient funds to DHCS' budget authority. If sufficient authorization and appropriation of funds to DHCS' budget authority is denied, a reduction of funds will be made to your Contract.

We appreciate working with you. If you have any questions, please contact Scott Oros.

Sincerely,

*Scott Oros*

Scott Oros  
AGPA  
Medi-Cal Behavioral Health Division

Enclosures:

- Standard Agreement (Form STD 213)
- Exhibit A - Scope of Work
- Exhibit A, Attachment I - Program Specifications
- Exhibit B - Budget Detail and Payment Provisions
- Exhibit B Attachment I - Funding Amounts
- Exhibit D(F) - Special Terms and Conditions
- Exhibit E - Additional Provisions
- Exhibit F - Privacy and Information Security Provisions
- CCC 04/2017 (Contractor Certification Clauses)
- California Civil Rights Laws Certification

**Exhibit B, Attachment I**  
**Funding Amounts**

Fiscal Year 2020-21	Funding Amount
	Original
<b>State General Funds (7/1/20 to 6/30/21)</b>	
- Non-Perinatal SGF** (08)	12,500
- Perinatal SGF** (09)	1,000
- Administration Costs SGF** (603)	7,500
<b>TOTAL</b>	<b>21,000</b>
<b>Drug Medi-Cal Federal Share (7/1/20 to 6/30/21)</b>	
- Non-Perinatal Federal Share (01)	125,000
- Perinatal Federal Share (03)	10,000
- Administration Costs (603)	22,000
<b>TOTAL</b>	<b>157,000</b>
<b>GRAND TOTAL</b>	<b>178,000</b>
<b>Original THREE-YEAR TOTAL</b>	<b>534,000</b>

Fiscal Year 2021-22	Funding Amount
	Original
<b>State General Funds (7/1/21 to 6/30/22)</b>	
- Non-Perinatal SGF** (08)	12,500
- Perinatal SGF** (09)	1,000
- Administration Costs SGF** (603)	7,500
<b>TOTAL</b>	<b>21,000</b>
<b>Drug Medi-Cal Federal Share (7/1/21 to 6/30/22)</b>	
- Non-Perinatal Federal Share (01)	125,000
- Perinatal Federal Share (03)	10,000
- Administration Costs (603)	22,000
<b>TOTAL</b>	<b>157,000</b>
<b>GRAND TOTAL</b>	<b>178,000</b>

Fiscal Year 2022-23	Funding Amount
	Original
<b>State General Funds (7/1/22 to 6/30/23)</b>	
- Non-Perinatal SGF** (08)	12,500
- Perinatal SGF** (09)	1,000
- Administration Costs SGF** (603)	7,500
<b>TOTAL</b>	<b>21,000</b>
<b>Drug Medi-Cal Federal Share (7/1/22 to 6/30/23)</b>	
- Non-Perinatal Federal Share (01)	125,000
- Perinatal Federal Share (03)	10,000
- Administration Costs (603)	22,000
<b>TOTAL</b>	<b>157,000</b>
<b>GRAND TOTAL</b>	<b>178,000</b>

\*\* State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.

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**Exhibit A  
Scope of Work**

**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

DHCS and the Contractor enter into this contract pursuant to Section 14124.21 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), and section 11772 of the Health and Safety Code (hereinafter referred to as HSC), DHCS and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

DHCS and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the HSC, Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

The objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

**2. Service Location**

The services shall be performed at applicable Drug Medi-Cal certified facilities in the County of Amador.

**3. Service Hours**

The services shall be provided during the working hours and days as defined by the Contractor.

**4. Project Representatives**

A. The project representatives during the term of this Contract will be:

<b>Department of Health Care Services</b>	<b>County of Amador</b>
Contract/Grant Manager: Teresa Castillo	Melissa Cranfill, LCSW, Director
Telephone: (916) 713-8545	Telephone: (209) 223-6412
Fax: (916) 322-1176	Fax: (209) 223-0920
Email: <a href="mailto:teresa.castillo@dhcs.ca.gov">teresa.castillo@dhcs.ca.gov</a>	Email: <a href="mailto:mcranfill@amadorgov.org">mcranfill@amadorgov.org</a>

**Exhibit A  
Scope of Work**

B. Direct all inquiries to:

<b>Department of Health Care Services</b>	<b>County of Amador</b>
Department of Health Care Services MCBHD – Program Policy Section Attention: Scott Oros 1500 Capitol Avenue, MS 2702 Sacramento, CA 95814  Telephone: (916) 713-8558 Fax: (916) 322-1176 Email: <a href="mailto:scott.oros@dhcs.ca.gov">scott.oros@dhcs.ca.gov</a>	County Behavioral Health Care Services Attention: Melissa Cranfill, LCSW, Director  10877 Conductor Blvd, Suite 300 Sutter Creek, CA 95685  Telephone: (209) 223-6412 Fax: (209) 223-0920 Email: <a href="mailto:mcranfill@amadorgov.org">mcranfill@amadorgov.org</a>

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

**5. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies section 508 of the Act requiring accessibility of electronic and information technology.

**6.** See Exhibit A, Attachment I, for a detailed description of the services to be performed.

**Exhibit A, Attachment I  
Program Specifications**

**Part I: Drug Medi-Cal Treatment Program Substance Use Disorder Services**

**Section 1: Formation and Purpose**

- A. 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 for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare & Institution Code (hereinafter referred to as W&I Code), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.
- B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Division 9, Part 3, Chapter 7, Sections 14000, *et seq.*, in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, and Article 1.3, Sections 14043, *et seq.*, (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by enrolled DMC providers, including but not limited to Contractor-operated or subcontracted providers.

**Section 2: Covered Services**

- A. Covered Services
  - 1. The Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:
    - a) Outpatient Drug-Free Treatment
    - b) Narcotic Treatment Program Services
    - c) Naltrexone Treatment
    - d) Intensive Outpatient Treatment
    - e) Perinatal Residential Substance Abuse Services (excluding room and board)

**Exhibit A, Attachment I  
Program Specifications**

- f) Other services approved by a State Plan amendment or waiver authorizing federal financial participation.

In accordance with the requirements in Section 1905(r) of the Social Security Act, the Contractor is responsible for providing full-scope Medi-Cal beneficiaries under the age of 21 with a comprehensive, high quality array of preventive (such as screening), diagnostic, and treatment services under Early and Periodic Screening, Diagnostic, and Treatment Services (EPSDT).

If DMC services are provided to minor consent beneficiaries, the Contractor shall comply with California Family Code Section 6929, and Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

2. In accordance with W&I Code, Section 14124.22, in addition to Narcotic Treatment Program (NTP) services, an NTP provider that is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a NTP provider may be provided within the Medi-Cal coverage limits. When the services are not part of the SUD treatment reimbursed pursuant to W&I Code, Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

- a) Medical treatment visits
- b) Diagnostic blood, urine, and X-rays
- c) Psychological and psychiatric tests and services
- d) Quantitative blood and urine toxicology assays
- e) Medical supplies

An NTP provider, enrolled as a Medi-Cal provider, shall not seek reimbursement from a beneficiary for substance use disorder treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee- for-service program.

3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1,

**Exhibit A, Attachment I  
Program Specifications**

51490.1, and 51516.1, the provisions of Title 22 shall govern.

4. The Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.

**B. Access to Services**

1. Subject to DHCS provider enrollment requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC enrolled providers. Such services shall not be limited due to budgetary constraints.
  - a) When a request for covered services is made by a beneficiary, the Contractor shall require services to be initiated with reasonable promptness. The Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
  - b) The Contractor shall ensure residential services are provided in accordance with the medical necessity criteria specified in Title 22, Section 51303, and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).
  - c) The Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84, the Americans with Disabilities Act, and other State and federal regulations and laws.
  - d) The Contractor shall not unlawfully discriminate against beneficiaries and potential beneficiaries on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation (45 C.F.R. § 92.8; Gov. Code § 11135).
  - e) The failure of the Contractor, or its subcontractors, to comply with Section 2 of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause.
2. Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.
3. The Contractor is financially responsible for all covered services provided to beneficiaries that reside in the Contractor's county.

**Exhibit A, Attachment I  
Program Specifications**

4. The Contractor shall accept claims from any DMC enrolled provider, regardless of the location of the provider, for any covered services provided to beneficiaries residing in the Contractor's county. The Contractor shall reimburse the provider through a contract or other agreement.
5. The Contractor shall require all subcontractors to inform the Contractor when a beneficiary that resides in the Contractor's county is referred to, and served by, an out-of-county provider.

**C. Payment for Services**

1. DHCS shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay Federal Financial Participation (FFP) Funds and State General Funds (SGF) to the Contractor, once DHCS receives FFP and SGF, for claims submitted by the Contractor. DHCS shall notify the Contractor and allow the Contractor an opportunity to comment to DHCS when questions are posed by Centers for Medicare and Medicaid Services (CMS), or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.
2. The Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable Federal Medicaid reimbursements for any increase in DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, in addition to terminating this Contract, DHCS may, pursuant to Government Code Section 30027.10, seek to divert funds necessary to provide DMC services in the Contractor's services area from the Contractor's Behavioral Health Subaccount.
4. In the event that DHCS determines the Contractor's provision of DMC services are disallowed by the federal government or by state or federal audit or review, the Contractor shall be responsible for repayment of all disallowed federal fund. In addition to any other recovery methods available, including, but not limited to, offset of Medicaid federal participation funds owed to the impacted Contractor, DHCS may offset these amounts in accordance with Government Code Section 12419.5.
5. The Contractor shall require all subcontractors and any subpart of the subcontractor that would be covered health care provider if it were a separate legal entity to comply with 45 CFR 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if the Contractor is in compliance with federal regulations.

**Exhibit A, Attachment I  
Program Specifications**

**Section 3: Drug Medi-Cal Certification and Continued Certification**

A. DMC Certification and Enrollment

1. DHCS shall certify eligible providers to participate in the DMC program.
2. DHCS shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites.
3. The Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
4. The Contractor shall require all the subcontracted providers of covered services to be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. The Contractor's subcontracts shall require that providers comply with the following regulations and guidelines, including, but not limited to:
  - a) Title 21, CFR Part 1300, *et seq.*, Title 42, CFR, Part 8
  - b) Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1, (Document 2C)
  - c) Minimum Quality Treatment Standards, (Document 2F(a))
  - d) Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, *et seq.*
  - e) Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, *et seq.*

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

  - f) All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
5. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

**Exhibit A, Attachment I  
Program Specifications**

6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by DMC providers are not implemented until approval is issued by DHCS. Within 35 days of receiving notification of a DMC provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the DMC provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
7. If, at any time, a subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by e-mail at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of learning of the revocation, suspension, modification, or non-renewal.
  - a) A DMC provider's certification to participate in the DMC program shall automatically terminate in the event that the DMC provider or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

**B. Continued Certification**

1. All DMC enrolled providers shall be subject to continuing certification requirements at least once every five years.
2. DHCS may allow the DMC provider to continue delivering covered services to beneficiaries at a site subject to an on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. DHCS will conduct recertification on-site visits at clinics for circumstances identified in W&I Code, Sections 14043.37, 14043.4, and 14043.7.

**Section 4: Monitoring**

**A. State Monitoring**

1. DHCS DMC Postservice Prepayment Utilization Reviews and Financial Audits of the Contractor.
  - a) After DMC services are rendered and prior to and after services are paid DHCS shall conduct DMC Postservice Prepayment Utilization Reviews of the Contractor's subcontracted DMC provider or Contractor-operated

**Exhibit A, Attachment I  
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provider, referred to in Section 4(A) as a subcontractor. DHCS shall monitor the subcontractor's operations for compliance with the provisions of this Contract, and applicable federal and state laws and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of subcontractor services, management systems and procedures, and books and records, as DHCS deems appropriate, at any time during the subcontractor's normal business hours.

b) DHCS shall issue DMC Postservice Prepayment Utilization Review reports to the Contractor, with a copy to the subcontractor. The Contractor shall be responsible for ensuring their subcontractor's deficiencies are remediated pursuant to Sections 4(A)(1)(b)(i)(1) and (2) herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A)(1)(c) herein.

i. If programmatic deficiencies are identified, the subcontractor shall be required to submit a Corrective Action Plan (CAP) to the Contractor for review and approval. The Contractor shall submit a Contractor-approved CAP to DHCS within 60 days of the date of the DHCS report.

1) The CAP shall:

- a. Address each programmatic deficiency
- b. Provide a specific description of how the deficiency shall be corrected
- c. Specify the date of implementation of the corrective action
- d. Identify who will be responsible for correction and who will be responsible for on-going compliance

2) DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance with Exhibit A, Attachment I, Part I, Section 4(A)(1)(b)(i)(1) and (2). DHCS shall inform the Contractor when funds will be withheld.

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- c) The Contractor shall monitor and attest compliance and/or completion by the subcontractor with CAP requirements detailed in Section 4, Paragraph (A)(1)(b)(i)(1&2) of this Exhibit as required by any DHCS review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

2. DHCS Postservice Postpayment Utilization Reviews

- a) After DMC services are rendered and paid, DHCS shall conduct DMC Postservice Postpayment (PSPP) Utilization Reviews of the Contractor's subcontracted DMC provider or Contractor-operated provider, referred to in Section 4(A) as a subcontractor. DHCS shall monitor the subcontractor for compliance with the provisions of this Contract and in accordance with Title 22, Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations, and program coverage after services are rendered and the claim is paid.
- b) DHCS shall issue the DMC PSPP reports to the Contractor with a copy to the subcontractor. The Contractor shall be responsible for ensuring the subcontractor's deficiencies are remediated pursuant to Section 4(A)(2)(b)(i)(1) and (2) herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A)(2)(c) herein.
  - i. If programmatic deficiencies are identified, the subcontractor shall be required to submit a CAP to the Contractor for review and approval. The Contractor shall submit a Contractor-approved CAP to DHCS within 60 days of the date of the PSPP report.
    - 1) The CAP shall:
      - a. Address each programmatic deficiency
      - b. Provide a specific description of how the deficiency shall be corrected
      - c. Specify the date of implementation of the corrective action
      - d. Identify who will be responsible for correction and who will be responsible for ongoing compliance

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- 2) DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance with Exhibit A, Attachment I, Part I, Section 4(A)(2). DHCS shall inform the Contractor when funds will be withheld.

- c) The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements detailed in Section 4(A)(2)(c) of this Exhibit as required by any PSPF review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.
- d) DHCS shall take appropriate steps in accordance with Title 22, Section 51341.1, to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized.
- e) The Contractor and/or subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, Cal Code Regs., Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B, Part III, Section 2, of this Contract.
- f) DHCS shall monitor the subcontractor's compliance with PSPF utilization review requirements in accordance with Title 22. The Contractor shall also monitor the subcontractor's compliance in accordance with Section 4, Paragraph (A)(2), of this Contract. The federal government may also review the existence and effectiveness of DHCS's utilization review system.

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- g) The Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1(k), for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
- h) The Contractor shall ensure that the subcontractor sites keep a record of the beneficiaries being treated at each location. The Contractor shall retain beneficiary records for either ten years from the final date of a contract period, the completion of any audit, or the date a service was rendered, whichever occurs later.

3. Training

- a) The Contractor shall ensure subcontractors complete training on the requirements of Title 22 regulations and DMC program requirements at least annually from either DHCS' MCBHD or the Contractor. The Contractor shall provide documentation of attendance at the annual training to DHCS' e-mail address [MCBHDMonitoring@dhcs.ca.gov](mailto:MCBHDMonitoring@dhcs.ca.gov) annually as part of the DHCS Contractor monitoring process.
- b) The Contractor may request additional technical assistance or training from MCBHD on an ad hoc basis.

B. Contractor Monitoring

- 1. Program Integrity: The Contractor is responsible for ensuring program integrity of its services and its subcontractors through a system of oversight, which shall include at least the following:
  - a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.51, 42 CFR 431.800 *et seq.*, 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 *et seq.*, 42 CFR 456 *et seq.*, 42 CFR 456.23, 22 Cal. Code Regs. 51490, 22 Cal. Code Regs. 51490.1, 22 Cal. Code Regs. 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.320, 42 CFR 438.416, 42 CFR 438.10, and 42 CFR 438.206.
  - b) The Contractor shall conduct, at least annually, a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to the Medi-Cal Behavioral Health Division (MCBHD) at:

DHCS  
Medi-Cal Behavioral Health Division  
1500 Capitol Avenue, MS# 2623  
Sacramento, CA 95814

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Or by secure, encrypted email to: [MCBHDMonitoring@dhcs.ca.gov](mailto:MCBHDMonitoring@dhcs.ca.gov)

The review reports shall be provided to DHCS within two weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS' MCBHD.

- c) The Contractor shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions, detailed in Part III, Paragraph E of this contract are complied with by all treatment providers and subcontracted treatment providers. The Contractor shall attest that each subcontractor is enrolled in DATAR at the time of execution of the subcontract.
- d) The Contractor shall certify the DMC claims submitted to DHCS represent expenditures eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from unenrolled or disenrolled providers.

**2. Monthly Monitoring**

- a) The Contractor shall, on a monthly basis, monitor the status of all subcontractors to ensure they maintain active enrollment in the DMC program. Any subcontractor that surrenders its certification or closes its facility shall be reported by the Contractor to DHCS' Provider Enrollment Division at [DHCSDMCRECERT@dhcs.ca.gov](mailto:DHCSDMCRECERT@dhcs.ca.gov) within five business days of notification or discovery.
- b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (including but not limited to; change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' Provider Enrollment Division at [DHCSDMCRECERT@dhcs.ca.gov](mailto:DHCSDMCRECERT@dhcs.ca.gov) within five business days of notification or discovery.

**3. Program Complaints**

- a) Report suspected Medi-Cal Fraud online:  
<https://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx>  
By email: [fraud@dhcs.ca.gov](mailto:fraud@dhcs.ca.gov)  
By phone: 1-800-822-6222
- b) All complaints received by the Contractor regarding a DMC provider shall be forwarded to MCBHD within two business days as follows:

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DMC provider complaints are to be submitted to:

DHCS  
Medi-Cal Behavioral Health Division  
1500 Capitol Avenue, MS# 2623  
Sacramento, CA 95814

- c) Complaints for licensed, adult alcoholism or drug abuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services  
Licensing and Certification Division  
P.O Box 997413., MS# 2601  
Sacramento, CA 95899-7413

Email: [SUDcomplaints@dhcs.ca.gov](mailto:SUDcomplaints@dhcs.ca.gov)  
Public Number: (916) 322-2911  
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at:  
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>.

- d) The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS by secure, encrypted e-mail to: [MCBHDmonitoring@dhcs.ca.gov](mailto:MCBHDmonitoring@dhcs.ca.gov) within two business days of completion.

4. Record Retention

- a) The Contractor shall include instructions on record retention in any subcontract with providers and mandate all providers to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code, Section 14124.1.

5. Subcontract Termination

- a) The Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by email at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) of the termination of any contract with a subcontractor, and the basis for termination of the contract, within five business days of the termination.

6. Corrective Action Plan

- a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and

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programmatic controls, DHCS may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP may result in a withholding of funds allocated to the Contractor for the provision of services, and/or termination of this Contract for cause.

- b) Failure to comply with monitoring requirements shall result in:
- i. DHCS shall issue a report to the Contractor after conducting monitoring, utilization, or fiscal auditing reviews of the Contractor. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.
    - 1) The CAP shall include:
      - a. A statement of the deficiency
      - b. A list of action steps to be taken to correct the deficiency
      - c. Target date for implementation of each corrective action
      - d. Who will be responsible for correction and ongoing compliance
    - ii. DHCS will provide written approval of the CAP to the Contractor. 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.
    - iii. If the Contractor does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

**Section 5: Investigations and Confidentiality of Administrative Actions**

- A. The Contractor acknowledges that if a DMC subcontractor is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the subcontractor from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a subcontractor's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a subcontractor pursuant to W&I Code, Section 14107.11 and 42 CFR Section 455.23. The Contractor is to withhold payments from a DMC subcontractor during the time a Payment Suspension is in effect.

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The Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with the Contractor concerning subcontractors 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 Congress, or any statute enacted by Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drug- 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- and 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, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the 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.

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

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor 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. The 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 Department of Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. The 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)).

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- c) No Unauthorized Uses. The 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. The 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

The 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, The Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

The 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, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

The 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, then the 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

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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.

**E. 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, Division 4, Chapter 8 (Document 3H).

**F. Cultural and Linguistic Proficiency**

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

**G. 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 USC 7104(g)), as amended by section 1702 of Pub. L. 112-239.

**H. Tribal Communities and Organizations**

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether 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 Contractor's 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/AN communities within the County.

**I. Perinatal Practice Guidelines**

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice 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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J. Youth Treatment Guidelines

The Contractor will follow the guidelines in Document 1V, "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.

K. Nondiscrimination in Employment and Services

By signing this Contract, the 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, the Contractor will not unlawfully discriminate against any person.

L. 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 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 of 1990 (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.
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 2000e *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.

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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).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 *et seq.*).
2. Title 2, Division 3, Part 1, Chapter 1, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the Cal. Code Regs., commencing with Section 13060.
4. No state, federal, or County Realignment 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.

O. Additional Contract Restrictions

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.

P. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The 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. The 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
  - d) Video remote language interpreting services
3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):
- a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.
  - b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no cost. Large print means printed in a font size no smaller than 18 point.
  - c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.
  - d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.
    - i. The DHCS shall use following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State, and in the Contractor's service area:
      - 1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and
      - 2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.
  - e) The Contractor shall notify its beneficiaries:
    - i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:
      - 1) Qualified interpreters

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- 2) Information written in other languages
  - ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:
    - 1) Qualified sign language interpreters
    - 2) Written information in other formats (large print, audio, accessible electronic formats, other formats)
  - iii. How to access services.

**Q. Subcontract Provisions**

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

**R. 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 alcohol and other drug 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.

**S. Nondiscrimination Notice, Nondiscrimination Statement, and Taglines (45 C.F.R. § 92.8)**

1. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services, including written translation and oral interpretation to understand the information provided, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:
  - a) In all conspicuous physical locations where the Contractor interacts with the public.
  - b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page, and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

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- c) In all significant communications and significant publications targeted to beneficiaries, enrollees, applicants, and members of the public, except for significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.
2. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages in the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:
    - a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.
  3. The Contractor's nondiscrimination notice, nondiscrimination statement, and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size no smaller than 18 point, and must include information on how to request auxiliary aids and services, including the provision of the materials in alternative formats.
- T. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code §14029.91)
1. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law.
  2. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
  3. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:
    - a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

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- b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

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**Part III – Reporting Requirements**

The Contractor agrees that DHCS has the right to withhold payments until the Contractor submits 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. Year-End Cost Settlement Reports**

Pursuant to W&I Code, Section 14124.24(g)(1), the Contractor shall submit to DHCS, on November 1 of each year, the following year-end cost settlement documents, for itself and its subcontracted DMC providers, by paper or electronic format, as prescribed by DHCS:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a), Drug Medi-Cal Provider Cost Report Excel Workbook

**B. Drug Medi-Cal Claims and Reports**

The Contractor or DMC providers that bill DHCS or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with DHCS' DMC Provider Billing Manual (Document 2G).

The Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification shall be performed prior to rendering service, in accordance with and as described in DHCS' DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS' DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&I Code, Sections 14132.44 and 14132.47.

1. The Contractor shall submit the "Certified Expenditure" form, reflecting either: (1) the approved amount of the 837P claim file, after the claims have been adjudicated or (2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims. The Contractor shall submit the DHCS Drug Medi- Cal Certification for Federal Reimbursement Form 100224A (Document 4D) to DHCS for each 837P transaction approved for reimbursement of the federal Medicaid funds.
2. DMC service claims shall be submitted electronically in a HIPAA compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

**Exhibit A, Attachment I  
Program Specifications**

3. The following forms shall be prepared as needed and retained by the DMC provider for review by DHCS:

- a) Multiple Billing Override Certification (MC 6700), Document 2K
- b) Good Cause Certification (6065A), Document 2L(a)
- c) Good Cause Certification (6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within 6 months of the date of service shall be denied. The existence of good cause shall be determined by DHCS in accordance with Title 22, Cal. Code Regs., Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

Separate from direct service claims as identified in this section above, the Contractor may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If, while completing the Quality Assurance and Utilization Review (QAUR) requirements of this Exhibit A, Attachment I, Part I, Section 4, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 CFR 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 CFR 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 CFR 432.50(d)(1).

C. California Outcomes Measurement System for Treatment (CalOMS-Tx)

The CalOMS-Tx Business Rules and Requirements are:

- 1. The 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

**Exhibit A, Attachment I  
Program Specifications**

state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

2. The Contractor shall conduct information technology (IT) systems testing and pass DHCS certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, the Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by DHCS prior to submitting CalOMS-Tx data. If the Contractor changes or modifies the CalOMS-Tx IT system, the Contractor shall re-test and pass DHCS re-certification prior to submitting data from a new or modified system.
3. Electronic submission of CalOMS-Tx data shall be submitted by the Contractor within 45 days from the end of the last day of the report month.
4. The 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. The 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. The 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. The Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
8. The Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
9. The Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions and Exhibit F, Attachment I – Social Security Administration Agreement.

**D. CalOMS-Tx General Information**

If the Contractor experiences system or service failure or other extraordinary circumstances of CalOMS-Tx that affects its ability to submit timely.

1. CalOMS-Tx data, the Contractor shall report the problem in writing by secure, encrypted email to DHCS at [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov) before the established data submission deadlines.

**Exhibit A, Attachment I  
Program Specifications**

2. If the Contractor is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, 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. DHCS may, at its sole discretion, grant a grace period of up to 60 days for the Contractor to resolve the problem.
3. If DHCS experiences system or service failure, an extension equal to the number of business days will be granted for the Contractor's data submission.
4. The Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.
5. If the Contractor submits data after the established deadlines, due to a delay or problem, the 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 the Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
2. The Contractor shall ensure that all DATAR reports are submitted by either the Contractor-operated treatment providers and/or by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
3. The Contractor shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to [DHCSPerinatal@dhcs.ca.gov](mailto:DHCSPerinatal@dhcs.ca.gov) within seven days of reaching capacity.
4. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATAR 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 before the established data submission deadlines by writing a secure, encrypted email to DHCS at [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov). The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may

**Exhibit A, Attachment I  
Program Specifications**

be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before DMC payments are withheld (See Exhibit B, Part II, Section 2).

6. If DHCS experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.

F. Failure to meet required reporting requirements shall result in:

1. DHCS shall issue a Notice of Deficiency (Deficiencies) to the 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. The Contractor shall submit the CAP to DHCS, DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days from the date of the letter.
2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

G. Discrimination Grievances Reporting Requirements

1. Within ten (10) calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor shall submit detailed information regarding the grievance to DHCS Office of Civil Rights' designated Discrimination Grievance email box. The Contractor shall submit the following detailed information in a secure format to [DHCS.DiscriminationGrievances@dhcs.ca.gov](mailto:DHCS.DiscriminationGrievances@dhcs.ca.gov):
  - a) The original complaint.
  - b) The provider's or other accused party's response to the grievance.
  - c) Contact information for the Contractor's personnel responsible for the Contractor's investigation and response to the grievance.
  - d) Contact information for the beneficiary filing the grievance and for the provider or other accused party that is the subject of the grievance.
  - e) All correspondence with the beneficiary regarding the grievance, including, but not limited to, the Discrimination Grievance acknowledgment and resolution letter(s) sent to the beneficiary.
  - f) The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

**Exhibit A, Attachment I  
Program Specifications**

**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, Cal. Code Regs., Section 9000 *et seq.*

- A. **“Contractor”** means the county identified in the Standard Agreement or authorized by the County Board of Supervisors to administer SUD programs.
- B. **“Corrective Action Plan” (CAP)** means the written plan of action document which the Contractor or its subcontractor develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- C. **“County”** means the county in which the Contractor physically provides covered SUD treatment services.
- D. **“County Realignment Funds”** means Behavioral Health Subaccount funds received by the County as per Government Code Section 30025.
- 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 Substance Abuse Prevention and Treatment Block Grant services to persons eligible for the Contractor’s services.
- G. **“Discrimination Grievance”** means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
- 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 the 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. **“Modality”** means those necessary overall general service activities to provide SUD services as described in Division 10.5 of the HSC.

**Exhibit A, Attachment I  
Program Specifications**

- K. **“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 services hereunder.
- L. **“Revenue”** means the Contractor’s income from sources other than DHCS allocation.
- M. **“Service Area”** means the geographical area under the Contractor’s jurisdiction.
- N. **“Service Element”** is the specific type of service performed within the more general service modalities.
- O. **“State”** means the Department of Health Care Services or DHCS.
- P. **“Utilization”** means the total actual units of service used by beneficiaries and participants.

**Section 2 – Definitions Specific to Drug Medi-Cal**

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Cal. Code Regs., Title 9, and/or Cal. Code Regs., Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

- A. **“Administrative Costs”** means the Contractor's actual direct costs, as recorded in the Contractor’s financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include the Contractor’s overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller’s Office Handbook of Cost Plan Procedures.
- B. **“Authorization”** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. **“Beneficiary”** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders IV (DSM)", or DSM V criteria; and (d) meets the admission criteria to receive DMC covered services.

**Exhibit A, Attachment I  
Program Specifications**

- D. **“Covered Services”** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act, Title 22 Section 51341.1, W&I Code, Section 14124.24, and California's Medicaid State Plan.
- E. **“Direct Provider Contract”** means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Agreement for the provision of DMC services.
- F. **“Drug Medi-Cal Program” or “DMC Program”** means the state system wherein beneficiaries receive covered services from DMC-certified SUD treatment providers.
- G. **“Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)”** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder-that is discovered during a health screening.
- H. **“Enrolled Provider”** means a SUD clinic location that has received certification to be reimbursed as a DMC clinic by DHCS to provide services as described in Title 22, Cal. Code Regs., Section 51341.1.
- I. **“Federal Financial Participation (FFP)”** means the share of Federal Medicaid funds for reimbursement of DMC services.
- J. **“Medical Necessity”** means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or in the case of EPSDT services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
- K. **“Narcotic Treatment Program” or “NTP”** means an outpatient clinic licensed by DHCS to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.
- L. **“Payment Suspension”** means the enrolled DMC provider has been issued a notice pursuant to W&I Code, Section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
- M. **“Perinatal DMC Services”** means covered services as well as mother/child habilitative and rehabilitative services, services access (i.e., provision or arrangement of transportation to and from medically necessary treatment), education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant, and coordination of ancillary services (Title 22, Section 51341.1(c)(4)).

**Exhibit A, Attachment I  
Program Specifications**

- N. **“Postpartum”** defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60<sup>th</sup> day occurs.
- O. **“Postservice Postpayment (PSPP) Utilization Review”** means the review for program compliance and medical necessity conducted by DHCS after service was rendered and paid. DHCS may recover prior payments of federal and DHCS funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (Title 22, Section 51341.1 (k)).
- P. **“Postservice Prepayment Utilization Review”** means the review for program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Title 22, Section 51159(b)).
- Q. **“Provider of DMC Services”** means any person or entity that provides direct substance use treatment services and has been certified by the DHCS in accordance with Cal. Code Regs., Title 22, Section 51000.30 Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Changed Location.
- R. **“Re-certification”** means the process by which the DMC certified clinic program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate and be reimbursed by the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.
- S. **“Statewide Maximum Allowances (SMA)”** means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by DHCS, they are subject to change through the regulation process.
- T. **“Subcontract”** means an agreement between the Contractor and its subcontractors. A subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/ beneficiary services.
- U. **“Subcontractor”** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor’s obligations under the terms of this Exhibit A, Attachment I.
- V. **“Temporary Suspension”** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code, Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

**Exhibit A, Attachment I  
Program Specifications**

**DOCUMENTS INCORPORATED BY REFERENCE**

All DMC documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/DMC-Contracts.aspx>

- Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
- Document 1G: Perinatal Practice Guidelines FY 2018-19
- Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual
- Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017)
- Document 1V: Youth Treatment Guidelines
- Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
- Document 2C: Title 22, California Code of Regulations
- Document 2F(a): Minimum Quality Drug\_Treatment Standards for DMC
- Document 2G: Drug Medi-Cal Billing Manual
- Document 2K: Multiple Billing Override Certification (MC 6700)
- Document 2L(a): Good Cause Certification (6065A)
- Document 2L(b): Good Cause Certification (6065B)
- Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement
- Document 2P(a): Drug Medi-Cal Provider Cost Report Excel Workbook
- 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
- 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
- Document 3J: CalOMS Treatment Data Collection Guide

**Exhibit A, Attachment I  
Program Specifications**

- Document 3S: CalOMS Treatment Data Compliance Standards
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards
- Document 4A: Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions
- Document 4B: Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions
- Document 4D: Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4E: Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F: Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A: Confidentiality Agreement

# Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: November 10, 2020

## **SUBJECT**

Assessor: Secured Roll Correction - approval of roll correction values being decrease 50% or more. Apn #023-570-009-000 Hickman; Apn #033-770-006-000 Wenger & Apn #033-810-012-000 Stanger.

## **Recommendation:**

Approve

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

Yes

## **Distribution Instructions:**

Assessor & Auditor

## **ATTACHMENTS**

- [023-570-009-000.pdf](#)
- [033-770-006-000.pdf](#)
- [033-810-012-000.pdf](#)

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
023-570-009-000	2020	A0335	S	023-570-009-000	023-570-009-000	052-086	052-086
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							800

	Roll Value	New Value	Sup From Net	Sup To Net
Land	38,500	18,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-20,500		

N	10 % PP Penalty	<b>Event From/Thru Dates</b>	
N	Restricted		
N	Timber Preserve	<b>Ownership From/Thru Dates</b>	
N	5151 Interest		
N	506 Interest	<b>506/5151 From/Thru Dates</b>	
		From 1	From 2
		Thru	

Owner HICKMAN RONALD RAY & MARY JAYNE  
Mailing Address 23807 OXBOW LN S  
SONORA CA 95370-9516

TaxBill Days		Print R/C Wks	C
R/C Date	Oct 22, 2020	Print R/C Letter	C
Created By	JD	R/C Completed	C

Situs 25492 MEADOW DR  
PIONEER CA

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

Bill Comments Property Qualifies for Prop 8 Reduction

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



County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
033-810-012-000	2020	A0337	S	033-810-012-000	033-810-012-000	052-086	052-086
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	125,226	60,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-65,226		

N	10 % PP Penalty	<b>Event From/Thru Dates</b>	
N	Restricted		
N	Timber Preserve		
N	5151 Interest	<b>Ownership From/Thru Dates</b>	
N	506 Interest		
<b>506/5151 From/Thru Dates</b>			
	From 1	From 2	Thru

Owner STANGER CHARLES L & ETHEL P TRUST  
Mailing Address 23650 PINE RIDGE RD  
PIONEER CA 95666

Situs 26131 GOLF LINKS DR  
PIONEER CA

Bill Comments Property Qualifies for Prop 8 Reduction

TaxBill Days		Print R/C Wks	C
R/C Date	Oct 22, 2020	Print R/C Letter	C
Created By	JD	R/C Completed	C

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

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

# Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: November 10, 2020

## **SUBJECT**

Surveying Department - Jean L. McBride as Trustee of the Jean L. McBride Family Trust dated March 6, 2018 - Certificates of Compliance. The subject agenda item is a request for three (3) compliance certificates. The property lies south of Stony Creek Road and within the West 1/2 of Section 29, T. 6 N., R. 11 East, in Jackson. Assessor Parcel No. 044-180-030.

## **Recommendation:**

Adopt the resolution approving the three (3) certificates of compliance.

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

No

## **Distribution Instructions:**

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

## **ATTACHMENTS**

- [McBride Memo.pdf](#)
- [RESOLUTION - Jean L. McBride Family Trust.doc](#)
- [COC - Jean L. McBride Family Trust.doc](#)
- [EXHIBIT A Jean L. McBride Family Trust.pdf](#)



# SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

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

October 26, 2020

TO: The Honorable Board of Supervisors

FROM: Roger R. Pitto, County Surveyor 

SUBJECT: Jean L. McBride Family Trust – Certificates of Compliance

Dear Board Members:

The subject agenda item is a request for approval of three (3) compliance certificates. The property lies south of Stony Creek Road and within the West ½ of Section 29, T. 6 N., R. 11 East, in Jackson. Assessor Parcel No. 044-180-030.

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 JEAN L. MCBRIDE AS  
TRUSTEE OF THE JEAN L. MCBRIDE FAMILY  
TRUST DATED MARCH 6, 2018

RESOLUTION NO. 2020-xxxx

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 three (3) certificates of compliance for Jean L. McBride as Trustee of the Jean L. McBride Family Trust dated March 6, 2018, 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 10th day of November, 2020, by the following vote:

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

NOES: None

ABSENT: None

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Chairman, Board of Supervisors

ATTEST:

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

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

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

---

**CERTIFICATE OF COMPLIANCE  
FOR JEAN L. MCBRIDE AS TRUSTEE OF THE  
JEAN L. MCBRIDE FAMILY TRUST DATED MARCH 6, 2018  
APN 044-180-030  
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  
Patrick Crew

**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 \_\_\_\_\_,2020, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Patrick Crew** 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 JEAN L. MCBRIDE AS TRUSTEE OF THE  
JEAN L. MCBRIDE FAMILY TRUST DATED MARCH 6, 2018  
APN 044-180-030  
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.

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DESCRIPTION (SEE EXHIBIT "A")

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

WITNESS my hand and official seal.

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

**Exhibit A**

**LEGAL DESCRIPTION  
JEAN L. McBRIDE FAMILY TRUST**

**COMPLIANCE PARCEL 1  
A-Agricultural Patents-67**

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 29, Township 6 North, Range 11 East, Mount Diablo Meridian, and being a portion of lands described in Book A of Agricultural Patents at Page 67, Amador County Records.

 10/21/20

Ciro L. Toma PLS 3570 License expires 06/30/22



Recording requested by:

**BOARD OF SUPERVISORS**

When recorded send to:

**SURVEYING & ENGINEERING**

---

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

---

CHAIRMAN, BOARD OF SUPERVISORS  
Patrick Crew



**Exhibit A**

**LEGAL DESCRIPTION  
JEAN L. McBRIDE FAMILY TRUST**

**COMPLIANCE PARCEL 2  
A-Agricultural Patents-428**

A parcel of land situated in the County of Amador, State of California, and being more particularly described as all that portion of the West ½ of the Northwest ¼ (W 1/2 of NW ¼), and the West ½ of the Southwest ¼ (W 1/2 of SW ¼) of Section 29, Township 6 North, Range 11 East, Mount Diablo Meridian, lying Southeast of Stoney Creek Road, and being a portion of lands described in Book A of Agricultural Patents at Page 428, Amador County Records.

  
10/21/20  
Ciro L. Toma PLS 3570 License expires 06/30/22



Recording requested by:

**BOARD OF SUPERVISORS**

When recorded send to:

**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE  
FOR JEAN L. MCBRIDE AS TRUSTEE OF THE  
JEAN L. MCBRIDE FAMILY TRUST DATED MARCH 6, 2018  
APN 044-180-030  
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  
Patrick Crew

**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 \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Patrick Crew** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

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

**Exhibit A**

**LEGAL DESCRIPTION  
JEAN L. McBRIDE FAMILY TRUST**

**COMPLIANCE PARCEL 3  
B-Homestead Patents-130**

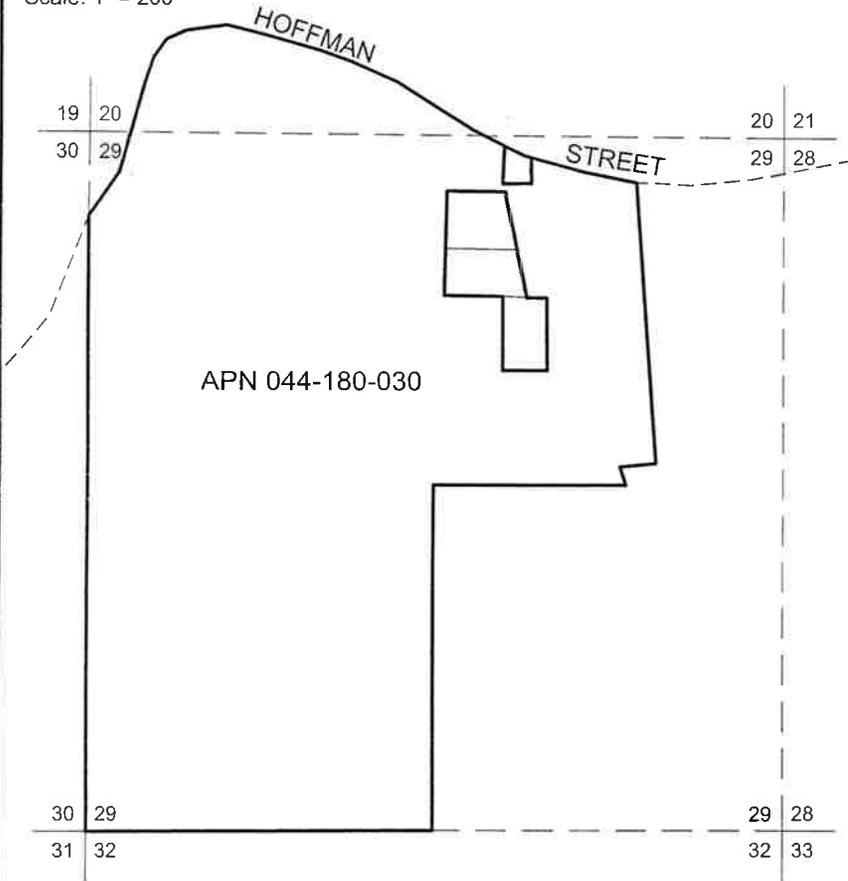
A parcel of land situated in the County of Amador, State of California, and being more particularly described as the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  (SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) of Section 29, Township 6 North, Range 11 East, Mount Diablo Meridian, and being a portion of lands described in Book B of Homestead Patents at Page 130, Amador County Records.

 10/21/20  
Ciro L. Toma PLS 3570 License expires 06/30/22





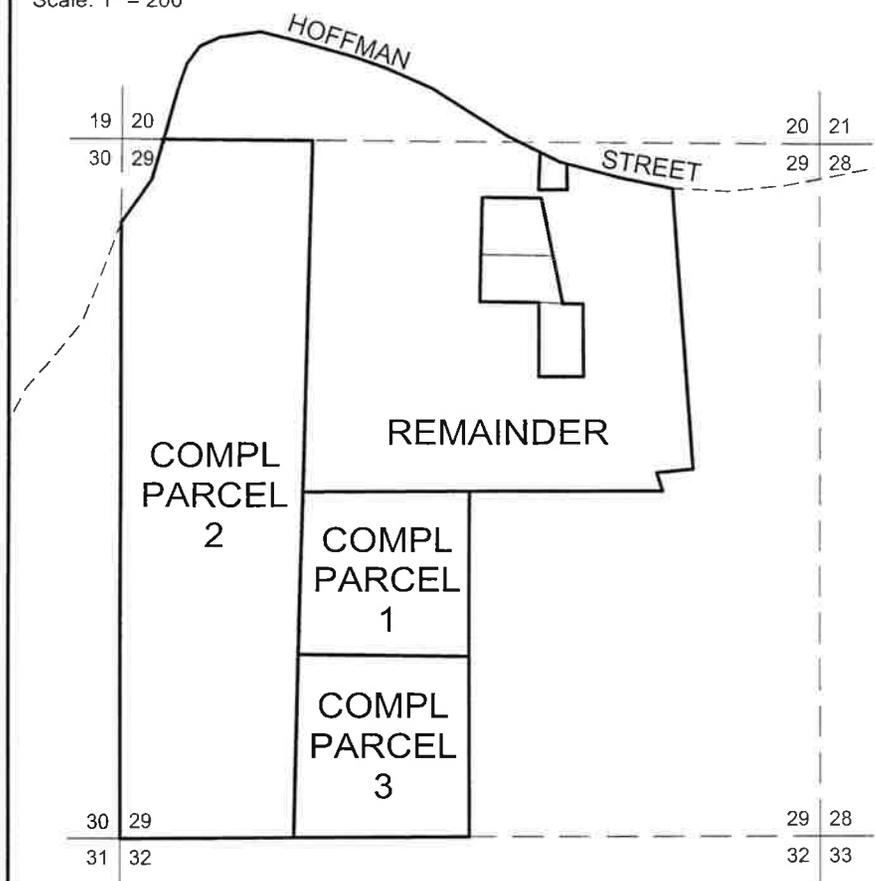
Scale: 1" = 200'



# BEFORE



Scale: 1" = 200'



# AFTER

**TOMA & ASSOCIATES**

ENGINEERING - SURVEYING - PLANNING  
41 Summit Street, Jackson, CA 95642  
(209) 223-0156



EXHIBIT MAP  
**JEAN L. MCBRIDE FAMILY TRUST**  
PROPOSED COMPLIANCE PARCELS  
PORTION OF THE NE, NW AND SW 1/4 SECTION 29 AND THE SW AND SE 1/4 SECTION 20  
T. 6 N., R. 11 E., M. 10 W.  
AMADOR COUNTY, CALIFORNIA

DATE: 10.27.2020

SCALE: 1" = 200'

DRAWN BY: GMW

JOB NO.: 1907-02

SHEET

# 1

OF 1 SHEET

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 10, 2020

## **SUBJECT**

Emergency Medical Care Committee: Approval of the Appointments of David Beffa, M.D., FACEP, FACS, to fill the seat of Emergency Room Physician, Jessica Sharver as the Emergency Department Manager Seat, and Lindsey Clark as the County Health Department Seat.

## **Recommendation:**

Approval.

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

No

## **Distribution Instructions:**

Board Clerk, Lindsey Clark at Public Health.

## **ATTACHMENTS**

- [David Beffa, M.D., FACEP, FACS.pdf](#)
- [Sharver, Jessica.pdf](#)
- [Lindsey Clark EMCC Committee Member Application Form.pdf](#)



**COMMITTEE MEMBER APPLICATION FORM**

Date 10/24/2020

Please consider me for the following committee:

**Emergency Medical Care Committee (EMCC)**

**NAME:**

Jessica Sharver

**Mailing Address:**

200 Mission Blvd, Jackson CA 95642

**Physical Address:**

200 Mission Blvd, Jackson CA 95642

**Business Address:**

Sutter Amador Hospital 200 Mission Blvd, Jackson, CA 95642

**Telephone - Home:**

925-595-6101

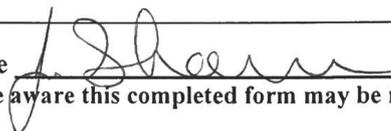
**Work:**

209-223-7555

**Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):**

I am interested in serving on this committee because I am the new MICN liaison for Sutter Amador Hospital.

Signature



\*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed \_\_\_\_\_

Committee Number \_\_\_\_\_

Term Expires \_\_\_\_\_

Supervisorial District \_\_\_\_\_



# AMADOR COUNTY TREASURER - TAX COLLECTOR

810 COURT STREET, JACKSON, CA 95642-2132  
MICHAEL E. RYAN, TREASURER-TAX COLLECTOR

TELEPHONE : (209)223-6364  
FAX: (209)223-6251



## MEMORANDUM

**TO : AMADOR COUNTY BOARD OF SUPERVISORS**

**FROM : MICHAEL E. RYAN, TREASURER/TAX COLLECTOR**

**DATE : OCTOBER 30, 2020**

**RE : PROFESSIONAL SERVICES AGREEMENT WITH BID4ASSETS**

=====

### BACKGROUND

This office was forced to cancel our in-person tax-defaulted property tax auction this past March due to COVID-19 concerns. We essentially lost 100s of hours of work, and incurred substantial costs, due to the cancellation of this sale. I have little confidence that we would be able to go forward this next March with an in-person sale. Amador County has been one of only a couple of counties who have still utilized in-person tax sales. An on-line tax sale will bring us into compliance with what is typically done in California counties, and will save this office considerable staff time in connection with our annual tax sales. An on-line tax sale should also increase the number of parcels which receive bids and are sold at our tax sale. This has been the case with every County of which I am aware.

Bid4Assets is the acknowledged leader in hosting tax sales for California counties. They have current contracts with 44 of the 58 California counties, and have provided their services to 54 of 58 counties in the State. While there are a couple of other companies that offer these services, these companies either have no (or very little) experience, and/or they don't provide these services to smaller counties (due to the small number of parcels typically offered for sale). Bid4Assets services are also provided at no cost to the County. The registered bidders and/or winning bidders pay their fees.

The proposed Agreement has been reviewed by County Counsel, the insurance provisions are in line with Risk Management's requirements, and it has been vetted and approved by the GSA Director.

### RECOMMENDATION

That the Board of Supervisors approve the proposed Professional Services Agreement between the County of Amador and Bid4Assets.

Memo-Bid4Assets Agmt



**COUNTY OF AMADOR  
Online Auction Services**

**Bid4Assets Professional Services Agreement**

THIS Professional Services Agreement (hereinafter referred to as the "Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the "Effective Date") by and between **BID4ASSETS, INC.**, a Maryland corporation, having an address of 8757 Georgia Avenue, Suite 520, Silver Spring, MD 20910 (hereinafter referred to as "Bid4Assets" and sometimes referred to as "Consultant") and the **COUNTY OF AMADOR**, a political subdivision of the state of California, having an address of 810 Court Street, Jackson, CA 95642-2132, (hereinafter referred to as "County").

**W I T N E S S E T H:**

WHEREAS, County desires Internet advertising and auction services of tax-defaulted/forfeited properties and desires to engage Bid4Assets to provide said services by reason of its qualification, experience and facilities for doing the type of work herein contemplated, and Bid4Assets has offered to provide the required services on the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and for other good and valuable consideration, the receipt and sufficiency of which Bid4Assets and County acknowledge, Bid4Assets and County agree as follows:

1. Services to be Rendered. A description of the services to be provided is contained in **Exhibit B**, attached hereto and incorporated by reference.
2. Exclusive Agreement to Sell. County hereby hires Bid4Assets to be the exclusive venue to facilitate the sale and transfer of tax-defaulted real property assets (hereinafter referred to as the "Assets", "Parcels" or "Properties") of County listed on Bid4Assets online venue (the "Website" or "Site"). County warrants that the Treasurer-Tax Collector ("Treasurer") on behalf of the County, or any other individual authorized by the County to act on behalf of the Treasurer, is authorized to sell the Assets. County agrees that Bid4Assets services are provided solely in accordance with the terms of this Agreement and further agrees to be bound by the Bid4Assets Terms of Service as they appear on the Bid4Assets Website ([www.Bid4Assets.com](http://www.Bid4Assets.com)) on the Effective Date (the "Terms of Service"). This Agreement supersedes any conflicting stipulations outlined in the Terms of Service. Bid4Assets agrees to utilize its Site to facilitate the sale and transfer (the "Auction") between County and the network of potential bidders who have registered to be bidders with Bid4Assets (the "Buyer" or the "Buyers").
3. Time to Provide Asset Information. In order to effectively list the Assets for sale, Treasurer on behalf of the County must provide documentation and due diligence information regarding the Assets (the "Information") by ten (10) business days prior to the



date the Assets are to be posted on the Bid4Assets Site. This delivery date is hereafter referred to as the “Information Delivery Date”. Additional time to post Assets may be required by Bid4Assets when five hundred (500) or more Assets are submitted for posting simultaneously. The information (the “Information”) to be posted should include:

- Description of each asset or lot of items to be sold, including APN/ATN number, tax rate and area, street address (where applicable), among other data
- Pictures of the assets, if available
- Any special features of Asset
- Terms of sale
- Other information that can assist the bidders in making an informed purchase decision.
- If applicable, minimum prices for each asset or lot of items.

4. Auction Date; Term of Agreement. Provided that the Information is delivered to Bid4Assets by the Information Delivery Date, the Auction shall be listed and advertised in a Preview Period prior to the start of the Auction. The Auction will continue for a period of one (1) to five (5) days after commencement of the Auction. The Auction may be reopened and closed beyond the original Auction, and within forty-five (45) days of the original Auction, if any parcels that are bid on fail to settle with a cash payment. This Agreement shall be effective until **September 1, 2025**, unless sooner terminated as hereinafter. This agreement may be renewed for two (2) additional one (1) year periods by the written mutual consent of all parties at the fees as specified in **Exhibit A**.

5. Marketing of the Assets. Bid4Assets will provide standard marketing services of direct email notification to users in our buyer base interested in assets similar to the County’s, and placement of the Asset offerings in the applicable asset channel page of the Bid4Assets Website. Additional marketing may include newspaper advertising in local publications and press releases to local and national media outlets. Bid4Assets is required to obtain prior approval from the Treasurer on behalf of the County of all press releases. Treasurer on behalf of the County will post notices of sale as required by law for California forfeited land sales and may post sale notices on properties to be sold.

6. Service Fees. The County agrees to pay to Bid4Assets fees for Internet advertising and auction services in accordance with this Agreement as specified in **Exhibit A**. No payment shall be made to Bid4Assets except as set forth in this agreement.

7. Additional Financial Services: County agrees to have Bid4Assets supply pre-bid deposit and payment processing services, as set forth in **Exhibit A**.

8. Termination. The County or Bid4Assets may at its election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective ninety (90) days after personal delivery, or one-hundred (100) days after mailing by U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of



this Agreement through no fault of the party initiating the termination. In the event either Bid4Assets or County terminates this Agreement, Bid4Assets shall submit to the Treasurer, on behalf of the County, all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement within forty-five (45) days after the effective day of any written Notice of Termination. Paragraph 6, and the obligation to pay for services rendered by Bid4Assets, Inc., shall survive any termination of this Agreement.

9. Notices. All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery, email, or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices shall be deemed received: (a) when received if sent by personal delivery; (b) when acknowledged in writing as received or acknowledged by return email as received (with specific reference to the emailed notice), when sent by email; or (c) five (5) days after deposit, if sent by mail. A party may change the address to which notice is to be given by giving notice as provided above.

To County: Amador County Treasurer-Tax Collector  
Attn: Treasurer-Tax Collector  
810 Court Street  
Jackson, CA 95642-2132

To Bid4Assets: Bid4Assets, Inc.  
Attn: Jesse Loomis  
8757 Georgia Avenue, Ste. 520  
Silver Spring, MD 20910

10. Authority to Bind County. It is understood that Bid4Assets, in its performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind the County to any agreements or undertakings.

11. Modifications of Agreement. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

12. Confidentiality. Bid4Assets shall not, without the written consent of the Treasurer on behalf of the County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. Audit, Inspection and Retention of Records. Bid4Assets agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Bid4Assets shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Bid4Assets



shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. Bid4Assets will provide copies of any above stated records as requested by the County. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

14. Signature Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

15. General Terms.

a. This Agreement comprises the entire agreement between County and Bid4Assets, Inc. and supersedes all prior agreements between the parties, regarding the subject matter contained herein.

b. This Agreement shall be governed in all respects by the laws of the State of California. Any action at law, suit in equity or judicial proceeding arising out of this agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in the state of California.

16. Assignment, Delegation, and Subcontracting. Bid4Assets shall perform the terms of this agreement using only its bona fide employees or agents who have the qualifications to perform under this Agreement. The obligations and duties of Bid4Assets under this agreement shall not be assigned, delegated or subcontracted to any other person or entity without the prior express written consent of the Treasurer, on behalf of the County.

17. Compliance with Laws. Bid4Assets shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement.

18. Hold Harmless and Indemnification. Bid4Assets shall hold harmless, indemnify and defend the County from and against any and all claims, actions, suits, liability, losses, expenses, damages and judgments of any nature whatsoever, including costs and attorney fees in defense thereof, for injury or damage to persons or to property or business, caused by or arising out of Bid4Assets' acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Agreement. Claims shall include, but not be limited to, assertions that information supplied or used by Bid4Assets or its subcontractor(s) infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice PROVIDED HOWEVER, that Bid4Assets' obligations hereunder shall not extend to injury or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. In the event of the concurrent negligence of the parties, the Bid4Assets' obligations hereunder shall apply only to the percentage of fault attributable to it, its employees, agents or subcontractors. This section shall supersede and replace any conflicting provisions of this Agreement, including but not limited to the "Terms of



Service” sections “Nature of Bid4Assets Responsibilities” (Section 4.5), “Limitations of Liability” (Section 5.2) and “Release and Indemnification” (Section 5.6).

19. 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. Attached to this Agreement is Exhibit C, the proposed Form of Certificate of Insurance that Consultant will provide to County. Within **five (5)** business days of award of the Bid to Consultant, Consultant shall furnish to County either the Certificate of Insurance in the Form of Exhibit C, or if notified by the County in writing of any deficiencies in Exhibit C, a satisfactory proof that Consultant has the following insurance:

19.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

19.1.1 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 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.

19.1.2 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.

19.1.3 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).

19.1.4 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.

19.1.5 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000.00 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is

undertaken by Consultant in this agreement and shall include, but be not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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.

**19.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:**

19.2.1 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).

19.2.2 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.

19.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

19.2.4 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.

- 19.3 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.
- 19.4 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.
- 19.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 19.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 19.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 19.5.3 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.
- 19.6 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: Treasurer-Tax Collector, 810 Court Street, Jackson, CA 95642. Contractor shall provide all insurance documentation to the Contract Administrator.**
- 19.7 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.
- 19.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience,



Professional Services Agreement

insurer, coverage, or other special circumstances.

IN WITNESS WHEREOF, each party has entered into this Agreement effective as of the Effective Date for itself, its employees, officers, partners and successors, to be fully bound by all terms and condition of this Agreement.

**BID4ASSETS**

Bid4Assets, Inc.:

By: Jesse D. Loomis Date: 10/26/20  
Jesse D. Loomis  
Chief Executive Officer  
Federal Tax I.D. No. 52-2154558

**COUNTY**

Amador County Treasurer/Tax Collector

By: Michael E. Ryan Date: 11/2/2020  
Signature  
Michael E. Ryan, Amador County  
Treasurer/Tax Collector

County of Amador

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

ATTEST:  
Clerk of the Board of Supervisors  
Of the County of Amador

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jennifer Burns, Board Clerk

Approved as to Form:  
Amador County Counsel

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



**Exhibit A  
Bid4Assets Service Fees**

<b>Amount per Parcel (APN number)</b>
<p>A 10% Buyer's Premium (minimum \$100) will be charged Per Parcel (APN number) for properties SOLD on the Website. This fee will be paid by the winning bidder and not billed to the County. County will NOT receive a bill from Bid4Assets.</p> <p>Properties that were not paid for, unsold or pulled from the site during the initial auction may be re-listed in a secondary or tertiary auction at the same rate.</p> <p>In the event a buyer defaults and forfeits their deposit, the deposit will be retained by County.</p>

<b>FINANCIAL SERVICES FEE</b>	
<b>Type</b>	<b>Amount</b>
<input checked="" type="checkbox"/> BidDeposit Per Storefront	\$35.00 per deposit paid by the depositor
<input checked="" type="checkbox"/> Payment Processing	\$35.00 per parcel paid by the winning bidder

<b>BUYER OVERPAYMENTS (Will not apply to auction buyers where deposit covers entire balance due. This section applies to auction overpayments, NOT excess tax sale proceeds.) – Please select ONE Option</b>	
<input type="checkbox"/> County to Manage	Overpayments will be transmitted to county along with auction proceeds – No fee to county or auction buyer
<input checked="" type="checkbox"/> Bid4Assets to Manage	Bid4Assets will send overpayments back to buyer, minus \$50 fee. Bid4Assets will retain overpayment if \$50 or less.



**Exhibit B**  
**Scope of Work**

**Website Advertising and Auction Services for Tax-Foreclosed/Tax Title Properties:**

Bid4Assets to provide Website services on the Bid4Assets' Website for the County Treasurer's Office to advertise and auction properties. Website services will include organizing, posting, hosting, and servicing advertised properties (including pictures of the properties when available) and due diligence information. These advertised properties will be auctioned on the Website at the direction of the Treasurer. For the duration of each auction, advertising on the Website will be available to the public twenty-four hours per day, seven days per week ("24/7"). The Treasurer will have the opportunity to remove parcels from an auction prior to bid opening.

Auction advertising is anticipated for four (4) to five (5) weeks prior to the auction. The auction advertising Website will be developed and maintained to accommodate all necessary aspects of auction advertising acceptable to the Treasurer.

Bid4Assets shall, at the direction of the Treasurer, establish parameters for auction advertising (in terms of time, minimum price, reserve price and settlement terms), develop a Web-based and traditional marketing effort, disseminate due diligence information online to potential bidders, and support the sale of properties.

Bid4Assets shall assign passwords to registered and pre-qualified bidders.

Bid4Assets shall send emails to registered users and bidders upon the occurrence of any of the following events: (1) auction advertising information posted online (2) auction commencement (3) bid has been received (4) bidder has been outbid. Bid4Assets shall structure auction so that bidders can bid automatically.

**Pre-Qualification of Bidders:**

Bid4Assets will structure the Website so as to inform potential buyers of certain relevant information concerning California forfeited property sales prior to bidding on properties. At the sole discretion of the Treasurer, a qualifying deposit may be waived, and other bidder qualifications may be imposed. All bidder qualifications are subject to review and approval by the Treasurer.



**Rejecting Bids:**

Bid4Assets will structure the Website in a manner that permits the Treasurer to reject a bid for properties for any reason whatsoever.

**Withdrawing Properties:**

Bid4Assets will structure the Website in a manner that permits the Treasurer to withdraw single or multiple properties from the on-going auction advertising for any reason whatsoever, subject to the terms outlined in the Professional Services Agreement, under which per parcel fees are still due.

**Confirmation of Successful Bid:**

Bid4Assets will notify successful bidders, at the direction of the Treasurer, immediately after the auction.

**Bidder's Instructions:**

Bid4Assets will include bidder's instructions on the Website that sets forth the following information: (1) This is a "buyer beware" sale without warranties of any kind and without notice as to any outstanding easements, restrictions, or encumbrances; (2) All sales are where is, as is, and final with no refunds available; (3) You must be 18 years of age to bid (4) The minimum bid should be listed on the Website; (5) Auction start date and time; (6) Auction end date and time; (7) The Treasurer's right to reject bids for any reason whatsoever; (8) The Treasurer's right to withdraw properties for any reason whatsoever; (9) county employees and their agents are prohibited from bidding and, (10) any other legal restrictions deemed appropriate.

**Treasurer's Instructions:**

Treasurer will provide Bid4Assets data as requested in a bulk asset upload form (Excel spreadsheet) provided by Bid4Assets. Treasurer will provide this data at least two weeks prior to the beginning of the Treasurer's Preview period, during which interested bidders may examine the property listings and due diligence online. In addition, where applicable, the Treasurer will provide photos in any standardized format no larger than 900W x 900H pixel format, and maps in .PDF, .tiff or in .jpeg individually no larger than 1MB each.

**Collection of Deed Information:**

Bid4Assets will assist with the collection of information for the Treasurer's deeds by providing access to Bid4Assets' proprietary electronic DeedWizard via a hyperlink from the winning bidder email sent at the close of an auction. Information collected will include the Property Tax Number, name(s) of individuals to whom the property should be conveyed, legal description of individuals (i.e. husband and wife as joint tenants, etc.), bidder name, bid information, mailing address, and phone number.

After bidders have submitted their information, DeedWizard will generate a form that they can check for errors and then reject or submit and print for their own records. Bid4Assets will provide the Treasurer with a comprehensive electronic report detailing this data once it is



complete.

**Reporting:**

Bid4Assets will provide the Treasurer with a complete report at the conclusion of each auction. Information will include number of page views, number of individuals who viewed due diligence, number of unique bidders, number of total bids, winning bid amounts, and contact information of successful bidders.

**Security:**

Bid4Assets must provide a secure online environment to protect the confidentiality of the data exchanged. The auction advertising website must be hosted on a secure server, using Secured Socket Layers. Site must provide a complete audit trail of all transactions.

**INSURANCE SCHEDULE**

DATE PREPARED: October 15, 2020

Prepared for:  
**BID4ASSETS INC**  
 Page 1 of 4



**POLICY SUMMARY**

COVERAGE	CARRIER	POLICY NUMBER	TERM	PREMIUM
General Liability	Chubb Group of Insurance Companies	35838515	7/1/20 - 7/1/21	\$5,446
Property	Chubb Group of Insurance Companies	35838515	7/1/20 - 7/1/21	Included
Commercial Auto	Chubb Group of Insurance Companies	73528652	7/1/20 - 7/1/21	\$1,003
Commercial Umbrella	Chubb Group of Insurance Companies	79842161	7/1/20 - 7/1/21	\$5,793
Workers' Compensation	Hartford Insurance Group	16WECZO3700	7/1/20 - 7/1/21	\$1,479
Errors & Omissions/Cyber Liability	National Union Fire Insurance Company of Pittsburgh, PA	01-457-37-31	7/1/20 - 7/1/21	\$21,255
Management Liability	Travelers Casualty and Surety Company of America	107283052	7/1/20 - 7/1/21	\$23,007

**COVERAGE SUMMARY**

GENERAL LIABILITY	LIMIT/DETAIL
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage - Any One Fire	\$1,000,000
Medical Expense - Any One Person	\$10,000
Employee Benefits	\$1,000,000
PROPERTY	LIMIT/DETAIL
Valuation	Replacement Cost
Cause of Loss	Special

For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. Insurance services provided by NFP Property & Casualty Services, Inc. (NFP P&C), a subsidiary of NFP Corp. (NFP) and related NFP subsidiary companies. In California, NFP P&C does business as NFP Property & Casualty Insurance Services, Inc. License #0F15715. Neither NFP nor its subsidiaries provide tax or legal advice.

**INSURANCE SCHEDULE**

Prepared for:  
**BID4ASSETS INC**  
 Page 2 of 4

DATE PREPARED: October 15, 2020



Deductible	\$1,000
Co-Insurance	90%
<b>1-1: 8757 Georgia Ave Suite 520, Silver Spring, MD 20910</b>	
Business Personal Property	\$211,852
Business Personal Property Co-Insurance	
Business Income with Extra Expense	\$978,374
Business Income with Extra Expense Deductible	\$24
EDP Property on Premises	\$165,000
EDP Property on Premises Co-Insurance	
<b>2-1: 1010 Wayne Ave Sixth Floor, Silver Spring, MD 20910</b>	
EDP Property on Premises	\$149,137
EDP Property on Premises Co-Insurance	
<b>4-1: 44470 Chisum Place Ashburn G, Ashburn, VA 20146</b>	
EDP Property on Premises	\$24,251
EDP Property on Premises Valuation	
EDP Property on Premises Co-Insurance	

COMMERCIAL AUTO	SYMBOL(S)	LIMIT/DETAIL
Liability	8 9	\$1,000,000 CSL
Personal Injury Protection		\$2,500 Limit
Hired/Borrowed Liability		Included
Non-Owned Liability		Included
<b>COVERED AUTO SYMBOLS</b>		
(1) ANY AUTO	(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER	(7) AUTOS SPECIFIED ON SCHEDULE
(2) ALL OWNED AUTOS	(5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE	(8) HIRED AUTOS
(3) OWNED PRIVATE PASSENGER AUTOS	(6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW	(9) NON-OWNED AUTOS

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# INSURANCE SCHEDULE

Prepared for:  
**BID4ASSETS INC**  
 Page 3 of 4

DATE PREPARED: October 15, 2020



COMMERCIAL UMBRELLA	LIMIT/DETAIL
Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Retained Limit/Deductible	\$0

WORKERS' COMPENSATION	LIMIT/DETAIL
States Covered	MD
Each Accident	\$1,000,000
Disease – Policy Limits	\$1,000,000
Disease – Each Employee	\$1,000,000

ERRORS & OMISSIONS/CYBER LIABILITY	Limit of Liability	Retention
Aggregate	\$3,000,000	
<b>Specialty Professional Liability Insurance (SPL)</b>		
Sublimit of Liability	\$2,000,000	\$25,000
Retroactive and Continuity Date		January 29, 2001
<b>Media Content Insurance</b>		
Sublimit of Liability	\$2,000,000	\$25,000
Retroactive Date		Full Prior Acts
Continuity Date		January 29, 2001
<b>CyberEdge Security and Privacy Liability</b>		
Sublimit of Liability	\$2,000,000	\$15,000
Regulatory Action Sublimit of Liability	\$2,000,000	\$15,000
Retroactive Date		Full Prior Acts
Continuity Date		January 29, 2015

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**INSURANCE SCHEDULE**

Prepared for:  
**BID4ASSETS INC**  
 Page 4 of 4



DATE PREPARED: October 15, 2020

**ERRORS & OMISSIONS/CYBER LIABILITY - cont'd**

Coverage Section	Limit of Liability	Retention
<b>CyberEdge Event Management Insurance</b>		
Sublimit of Liability	\$2,000,000	\$15,000
<b>CyberEdge Cyber Extortion Insurance</b>		
Sublimit of Liability	\$2,000,000	\$10,000

**MANAGEMENT LIABILITY**

Coverage Section	Limit of Liability Per Coverage Section	Retention
<b>Directors &amp; Officers Liability</b>		
Cost of Investigation Coverage Sublimit	\$1,000,000	\$25,000
Crisis Management Fund	\$250,000	\$0
	\$50,000	\$0
<b>Employment Practices</b>		
Third Party Coverage	\$1,000,000	\$25,000
HIPAA Penalties Sublimit	\$150,000	\$0
<b>Crime</b>		
Employee Theft	\$2,000,000	\$20,000
Employee Theft of Client Property	\$2,000,000	\$20,000
Forgery or Alterations	\$2,000,000	\$20,000
On Premises	\$2,000,000	\$20,000
In Transit	\$2,000,000	\$20,000
Computer Crime		
Computer Fraud	\$2,000,000	\$20,000
Funds Transfer Fraud	\$2,000,000	\$20,000
Claim Expense	\$5,000	\$0
Continuity Date (D&O and Employment Practices)		July 15,2000
Prior & Pending Proceeding Date (D&O and Employment Practices)		July 15,2000

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## ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Bid 4 Assets 8757 Georgia Ave. #520 Silver Spring, MD 20910	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Additional info

## Additional Information

19 20 Chubb - Package (3583-85-15):  
Business Personal Property Limit - \$211,852  
Business Income w/ Extra Expenses - \$978,374  
Loc #1 - EDP Property - \$165,000  
Loc #2 - EDP Property - \$149,137  
Loc #4 - EDP Property - \$24,251

## Coverage Endorsements:

- GL - Blanket Additional Insured & Primary Noncontributory (PNC)  
(Scheduled Person/Organization) (80-02-2367) 5/07
- GL - Transfer or Waiver of Rights of Recovery / - form (80-02-2000) 4/01
- WC - Waiver of Subrogation (WC 00 03 13)



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>NFP Property &amp; Casualty Services, Inc.</b>		NAMED INSURED <b>Bid 4 Assets</b> 8757 Georgia Ave. #520 Silver Spring, MD 20910	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Additional Information****SINGLE LOSS COVERAGE FORMS - LIMIT OF LIABILITY - SINGLE LOSS DEDUCTIBLE**

Employee Theft-Limit \$2,000,000 Retention \$20,000

Forgery or Alteration -Limit \$2,000,000 Retention \$20,000

On Premises-Limit \$2,000,000 Retention \$20,000

In Transit -Limit \$2,000,000 Retention \$20,000

Computer Fraud -Limit \$2,000,000 Retention \$20,000

Employee Theft of Clients Property -Limit \$2,000,000 Retention \$20,000

# Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: November 10, 2020

## **SUBJECT**

Public Health - Renewal of the Annual Children's Medical Services (CMS) Plan

## **Recommendation:**

The Director of Public Health is requesting the Board of Supervisors approve the Children's Medical Services (CMS) Branch budgets for FY 2020-2021.

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

No

## **Distribution Instructions:**

Please return Signed pages back to Public Health

## **ATTACHMENTS**

- [Amador FY20-21 CMS Plan.pdf](#)
- [CMS FY 20-21 Memo.doc](#)

**Plan and Budget Required Documents Checklist  
MODIFIED FY 2019-2020**

County/City: Amador

Fiscal Year: 2020-2021

Document	Page Number
1. <b>Checklist</b>	1-2
2. <b>Agency Information Sheet</b>	3
3. <b>Certification Statements</b>	
A. Certification Statement (CHDP) – Original and one photocopy	4
B. Certification Statement (CCS) – Original and one photocopy	5
4. <b>Agency Description</b>	
A. Brief Narrative	6
B. Organizational Charts for CCS, CHDP, and Public Health	7-9
C. CCS Staffing Standards Profile	Retain locally
D. Incumbent Lists for CCS, CHDP	10-11
E. Civil Service Classification Statements – Include if newly established, proposed, or revised	<b>12-32</b>
F. Duty Statements – Include if newly established, proposed, or revised	<b>33-50</b>
5. <b>Implementation of Performance Measures</b> – Performance Measures for FY 2012—2013 are due November 30, 2013.	<b>N/A</b>
6. <b>Data Forms</b>	
CHDP Program Referral Data	N/A
7. <b>Memoranda of Understanding and Interagency Agreements List</b>	
A. MOU/IAA List	51
B. New, Renewed, or Revised MOU or IAA	<b>N/A</b>
C. CHDP IAA with DSS biennially	Retain locally
D. Interdepartmental MOU for HCPCFC biennially	Retain locally
8. <b>Budgets</b>	
A. CHDP Administrative Budget (No County/City Match)	
1. Budget Summary	52
2. Budget Worksheet	53-54
3. Budget Justification Narrative	55
B. CHDP Administrative Budget (County/City Match) - Optional	
1. Budget Worksheet	NA

	<b>Document</b>	<b>Page Number</b>
	2. Budget Justification Narrative	NA
	3. Budget Justification Narrative	NA
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional	
	1. Budget Summary	N/A
	2. Budget Worksheet	N/A
	3. Budget Justification Narrative	N/A
D.	CCS Administrative Budget	
	1. Budget Summary	56
	2. Budget Worksheet	57-58
	3. Budget Justification Narrative	59
E.	HCPCFC Budgets	
	1. HCPCFC Checklist	60
	2. HCPCFC Incumbent List	61
	3. HCPCFC Org Chart	62
	4. Base Budget Summary	63
	5. Base Budget Worksheet	64
	6. Base Budget Justification Narrative	65
	7. PMMO Budget Summary	66
	8. PMMO Budget Worksheet	67
	9. PMMO Justification Narrative	68
	10. Base Civil Service Classification Statements	69-78
	11. PMMO Civil Service Classification Statements	79-82
	12. Base Duty Statements	83-88
	13. PMMO Duty Statements	89-95
G..	Other Forms	
	1. County/City Capital Expenses Justification Form	N/A
	2. County/City Other Expenses Justification Form	N/A
9.	<b>Management of Equipment Purchased with State Funds</b>	
	1. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
	2. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	N/A
	3. Property Survey Report Form (STD 152)	N/A

# Agency Information Sheet

County/City: **Amador**

Fiscal Year: 2020-2021

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## Official Agency

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Name: Amador County Public Health Department Address: 10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685

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## CCS Administrator

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Name: Connie Vaccarezza Address: 10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685  
Phone: 209-223-6677  
Fax: 209-223-3524 E-Mail: [cvaccarezza@amadorgov.org](mailto:cvaccarezza@amadorgov.org)

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## CHDP Director

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Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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## CHDP Deputy Director

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Name: Connie Vaccarezza Address: 10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685  
Phone: 209-223-6677  
Fax: 209-223-3524 E-Mail: [cvaccarezza@amadorgov.org](mailto:cvaccarezza@amadorgov.org)

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## Clerk of the County Board of Supervisors or City Council

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Name: Jennifer Burns Address: 810 Court Street Jackson, CA 95642  
Phone: 209-223-6470  
Fax: 209-257-0619 E-Mail: [jburns@amadorgov.org](mailto:jburns@amadorgov.org)

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## Director of Social Services

---

Name: Anne Watts Address: 10877 Conductor Blvd, Ste. 200 Sutter Creek, CA 95685  
Phone: 209-223-6625  
Fax: 209-257-0242 E-Mail: [awatts@amadorgov.org](mailto:awatts@amadorgov.org)

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## Chief Probation Officer

---

Name: Mark Bonini Address: 675 New York Ranch Road Jackson, CA 95642  
Phone: 209-223-6387  
Fax: 209-223-6403 E-Mail: [MBonini@amadorgov.org](mailto:MBonini@amadorgov.org)

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# Amador County CMS Budget

## Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: AMADOR

Fiscal Year: 2020-2021

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Connie Vaccaro  
Signature of CHDP Director

10-30-2020  
Date Signed

Rita Olsen MD  
Signature of Health Officer

10/30/2020  
Date Signed

\_\_\_\_\_  
Signature of Health and Human Services Director

\_\_\_\_\_  
Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson

\_\_\_\_\_  
Date

# Amador County CMS Budget

## Certification Statement - California Children's Services (CCS)

County/City: AMADOR Fiscal Year: 2020-2021

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Conrad Vaccaro  
Signature of CCS Administrator

10-30-2020  
Date Signed

Rita Hiken, MD  
Signature of Health Officer

10/30/2020  
Date Signed

\_\_\_\_\_  
Signature and Title of Other – Optional

\_\_\_\_\_  
Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson

\_\_\_\_\_  
Date



## Amador County Health Department

10877 Conductor Blvd  
Sutter Creek, CA 95685  
Phone (209) 223-6407  
Fax (209) 223-3524

The CHDP, CCS, Health Care Program for Children in Foster Care (HCPCFC) and the Health Care Program for Children in Foster Care-Psychotropic Medication Monitoring & Oversight (HCPCFC PMM&O) programs are co-located within the local CMS office and are administered by personnel under the direct supervision of Connie Vaccarezza, PHN, CCS Administrator, CHDP Deputy Director, and Director of Public Health. Amador County does not have a Director of Nurses.

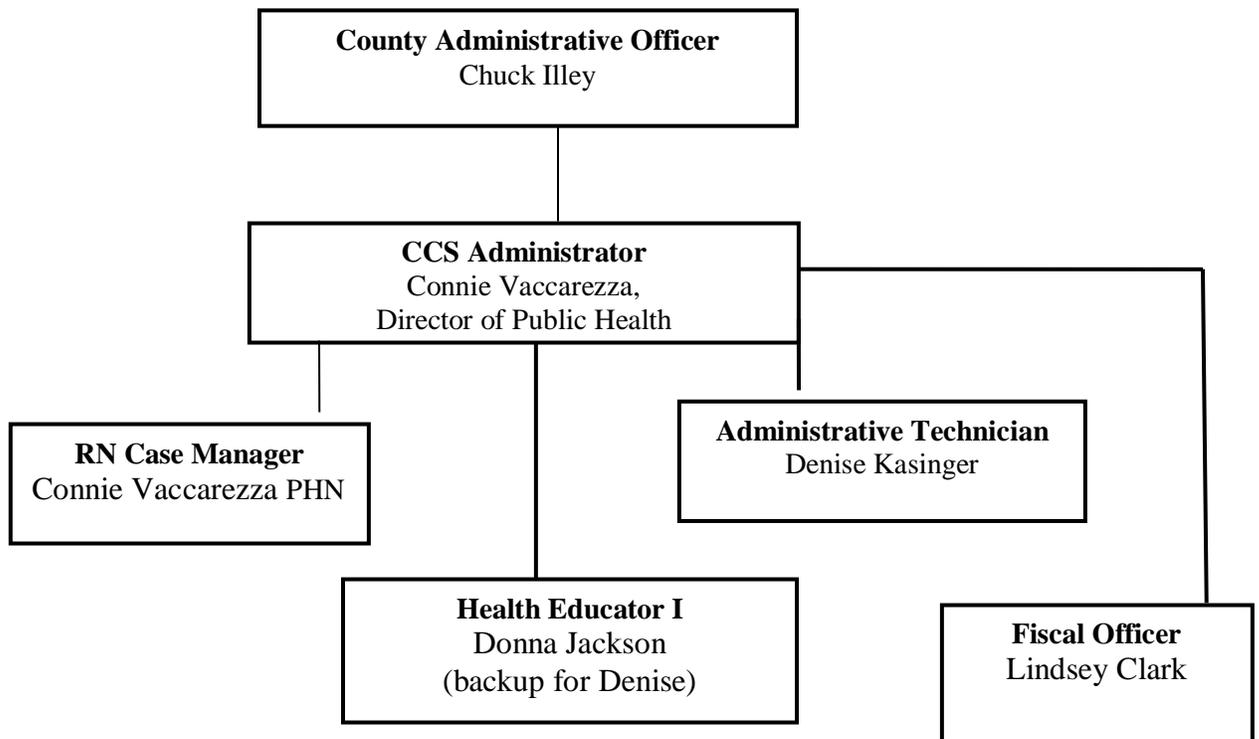
The CHDP Health Educator, under the direct supervision of the CHDP Deputy Director, provides PM 160 follow up to Fee for Service Medi-Cal well child exams for all PM 160s with codes of 4 and 5. The Health Educator assists fee for service Medi-Cal eligible families to access needed medical services and completes PM 357 informing requirements. She also provides linkages for all CHDP eligible recipients to dental and mental health services. Responsibilities for EPSDT informing and PM 160 follow up have been realigned to assure that basic program requirements are provided to Managed Medi-Cal beneficiaries by their respective Managed Medi-Cal Plan. There are three plans that operate in the county: Anthem Blue Cross, California Health and Wellness, and Kaiser Permanente. The county has only 1 full time Denti-Cal provider who primarily serves the local Native American Population and a 2-day per week FQHC. The majority of Amador County's Denti-Cal population seek services out of county.

The CCS Program is under the direct supervision of the CCS administrator. The CCS Administrator provides nursing case management activities as outlined for a Level II County. The CCS programs Administrative Technician, completes CCS program financial and residential eligibility determinations, and is the primary contact for the county CCS program for families, providers and state staff.

The HCPCFC-PMM&O PHN position is filled by the Director of Public Health. Since it is only a .2 FTE position, the funding is not enough to recruit and hire a PHN to fill the position. The PHN assists local CPS case managers as time allows in monitoring the foster children's psychotropic medications.

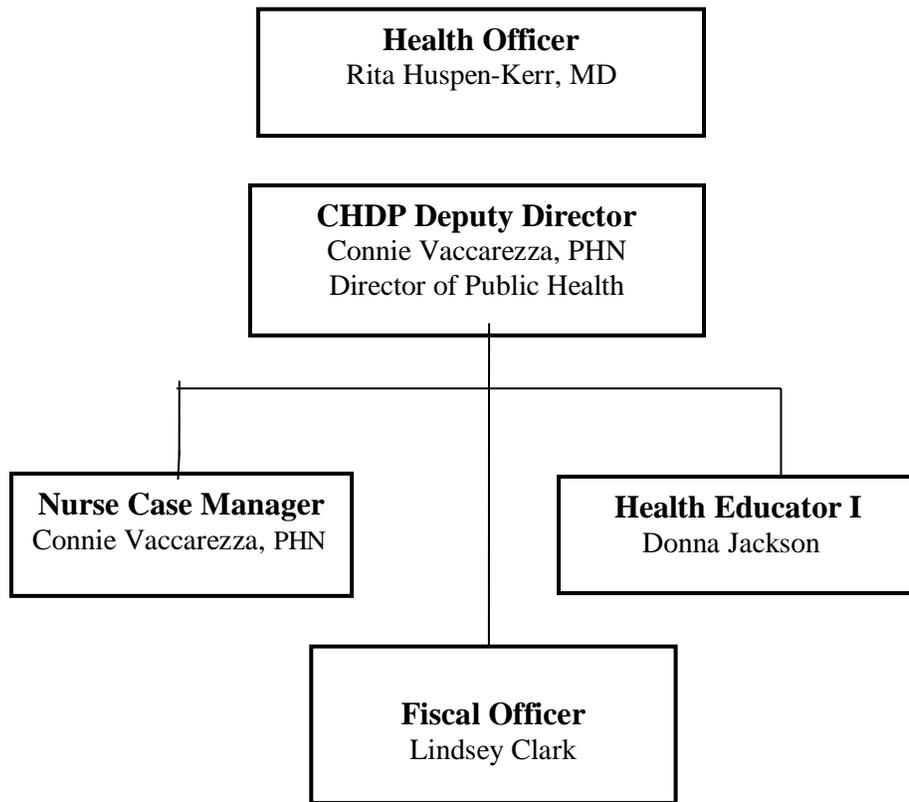
As a small, rural county the CCS, CHDP, HCPCFC and HCPCFC PMM&O) staff share not only office space but staff as well. There are many situations occurring daily where communication and coordination are a natural part of the workflow between the three programs. This provides a seamless delivery of providing services for many eligible clients. This arrangement has proven to enhance service and coordination for those children who situations are complex and often fragmented.

# California Children Services Organizational Chart Amador County 2020



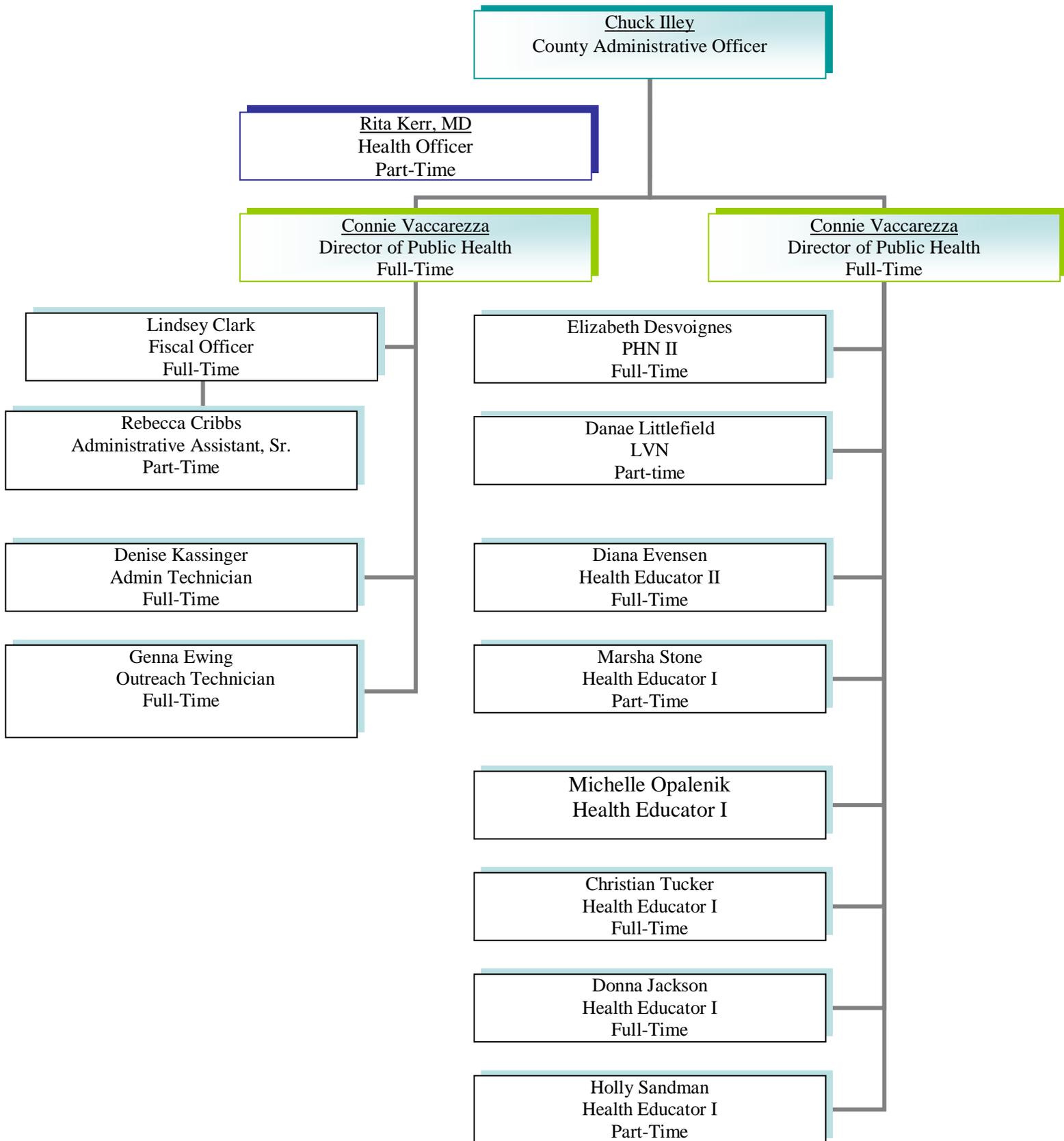
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# Child Health & Disability Prevention Organization Chart 2020



# County of Amador Public Health Department

## 2020 Organizational Chart



## Amador County CMS Budget

### Incumbent List - California Children's Services

For FY 2019-20, complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

**Identify Nurse Liaison positions using: MCMC for Medi-Cal Managed Care; HF for Healthy Families; IHO for In-Home Operations, RC**

County/City:           **AMADOR**          

Fiscal Year: **2020-21**

Job Title	Incumbent Name	FTE % on CCS Admin Budget	FTE % on CCS MTP Claims Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
CCS Administrator	Connie Vaccarezza	5%	N/A	95% CHDP, FC, MCAH, Snap-Ed, Public Health, CCS CM	NO	NO
PHN Case Manager	Connie Vaccarezza	15%	N/A	85% CHDP, FC, MCAH, Snap-Ed, Public Health, CCS Admin	NO	NO
Administrative Technician	Denise Kasinger	95%	N/A	5% Public Health	NO	NO
Fiscal Officer	Lindsey Clark	10%	N/A	90% Fiscal for all PH	NO	NO
Health Educator I	Donna Jackson	15%	N/A	85% MCAH, CCS, CHDP, SNAP-Ed	NO	NO

## Amador County CMS Budget

### Incumbent List - Child Health and Disability Prevention Program

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Amador

Fiscal Year: 2020 - 2021

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification on Changed? (Yes or No)
Deputy Director	Connie Vaccarezza	15%	N/A	85% CCS, FC, MCAH, Snap-Ed, Oral Health, Public Health	NO	NO
Health Educator I	Donna Jackson	10%	N/A	90% MCAH, CCS, CHDP, SNAP-Ed	NO	NO
Fiscal Officer	Lindsey Clark	8%	N/A	82% Fiscal for all PH invoicing	NO	NO

## ADMINISTRATIVE TECHNICIAN

### DEFINITION

Under direction, independently performs a variety of difficult and specialized administrative support functions that require a thorough knowledge of the terminology, procedures and practices for the incumbents' functional areas, with a significant degree of independence and accountability for results; performs a variety of difficult, responsible and specialized administrative and office support functions; creates and maintains reports, records and files required in connection with technical work processes; types and edits documents ranging from general correspondence to technical reports and spreadsheets; and performs related duties as required.

### REPORTS TO

Higher level management staff.

### CLASSIFICATIONS SUPERVISED

This classification may exercise direct, technical or functional supervision over lower level clerical or volunteer staff.

### EXAMPLES OF DUTIES

*The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.*

Performs a variety of difficult and specialized administrative support functions that require a thorough knowledge of the terminology, procedures and practices for the incumbents' functional areas, with a significant degree of independence and accountability for results; functional areas of responsibility can include program evaluation for funded programs, coordinating specialized functions such as the building permit process, assisting in the preparation and organization of all federal, state and local special elections, processing land title transactions, indexing all recorded maps and maintaining databases of survey information; incumbents provide administrative support to a variety of programs and management staff; obtains data from multiple sources; extracts data elements required; compiles and distributes contracts, reports, documents and other materials; updates and maintains specialized logs and databases including databases for monitoring and reporting technical work processes; generates periodic reports; assists in preparation of the annual budget; requests documents; tracks expenditures against budget and provides comparative information; creates reports, analyses and documents in compliance with

## **ADMINISTRATIVE TECHNICIAN - 2**

regulatory requirements; incumbents may be assigned direct or lead supervisory duties wherein they plan, assign, review and evaluate the work of assigned staff, although these are not predominant duties; types, formats, edits, revises, proofreads and prints a variety of narrative, statistical and technical documents requiring technical departmental knowledge; creates forms, charts, tables and spreadsheets involving data manipulation; reviews documents for clerical accuracy, completeness and compliance with department requirements; calculates fees; receives and processes payments, deposits and deposit guarantees in accordance with provisions of agreements; greets, answers, screens and refers visitors and telephone calls, providing information and handling issues that may require sensitivity and the use of sound, independent judgment; organizes, maintains and updates subject, project, tickler and specialized files; maintains and updates file indexes; removes and archives inactive files; copies, performs input and maintains records, logs and databases of specialized or technical documents for a variety of purposes and information; and performs related duties as required.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; 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 machine.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with staff and the public.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Operations, services and activities of assigned department or program area.
- Principles and practices of preparing reports and business correspondence.
- Rules and regulations governing assigned functional area to ensure compliance with these requirements, such as timelines, code and ordinance requirements, funding requirements, titling regulations, mapping criteria, and related rules.
- Specific terminology and common phrases used in assigned department or program area.
- Mathematical skills.
- Methods and techniques of evaluating programs.
- Methods and techniques of monitoring grant funds.
- Methods and techniques of monitoring budget expenditures and providing information on variances.
- Principles and practices of data collection and reporting.
- Office administration practices and procedures, including computers and standard or specialized word processing, spreadsheet, and database applications.
- Correct English usage, including spelling, grammar and punctuation.

## ADMINISTRATIVE TECHNICIAN - 3

- Principles and practices of customer service.
- County organization, rules, policies and procedures applicable to departmental and program operations.
- Recordkeeping and filing practices and procedures.
- Applicable state and federal guidelines and regulations.
- As assigned, principles of supervision, training and performance evaluation.

### **Ability to:**

- Independently perform a variety of difficult and specialized administrative support functions.
- Interpret, apply, and explain a variety of rules, regulations, codes and guidelines within assigned department or program area.
- Organize, set priorities and exercise sound, independent judgment within areas of responsibility.
- Research and validate information received prior to completing transactions.
- Identify discrepancies in documents received and provide recommendations on disposition of document.
- Collect and compile information to prepare documents and reports.
- Operate a computer, making advanced use of word processing, spreadsheet, database and other specialized software.
- Effectively represent the department or program in contacts with internal and external agencies.
- Type accurately at a speed necessary to meet the requirements of the position.
- Organize and maintain office and specialized files.
- Compose correspondence from brief instructions.
- Prepare and maintain clear, accurate and concise records and reports.
- As assigned, supervise, train and evaluate the work of staff.
- Use tact and discretion in dealing with sensitive situations and concerned people and customers.
- Understand and carry out oral and written directions.
- Communicate effectively both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

## ADMINISTRATIVE TECHNICIAN - 4

**Training and Experience:** *Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

### Education

Equivalent to an Associate's Degree in business administration, public administration or a related field.

### Experience

Four (4) years of increasingly responsible office clerical or technical support experience.

### Special Requirements

None.

## FISCAL OFFICER

### DEFINITION

Under direction of the Department Director, the Fiscal Officer assumes responsibility for fiscal management and auditing of diverse programmatic functions and of the complex, multi-source, Department budget(s). The incumbent prepares the annual budget(s) and monitors the monthly revenue and spending patterns of the Department. This position supports management with productivity and fiscal reports; performs cost accounting and/or oversees preparation of cost reports; develops financial specifications for RFP's, and negotiates and assists in monitoring contracts. Furthermore, the Fiscal Officer oversees the management of information systems in conjunction with the IT Department. The position supervises and evaluates the work of the fiscal and administrative staff within the Department. The incumbent may also serve as a resource to other departments by helping to coordinate and evaluate financial operations.

### REPORTS TO

Department Director

### CLASSIFICATIONS SUPERVISED

This classification exercises direct supervision over fiscal and administrative staff.

### EXAMPLES OF DUTIES

- Assumes responsibility for fiscal operations of the Department.
- Develops fiscal policies and procedures for the Department and insures they are consistent with County policies.
- Establishes and maintains internal accounting controls for the Department.
- Performs cost accounting, cost allocations, and cost reports for covered programs and departments.
- Prepares the annual Department budget(s) in collaboration with the Department Director; monitors the budget(s) on a monthly basis and keeps the Department Director informed on the status of revenue and expenses.
- Prepares deposits from permit receipts, tracking revenues and posting revenue to appropriate accounts.
- Gathers supporting documentation for budget changes and new requests.
- Responsible for preparation of department payroll.
- Serves as a liaison for the Department with other organizations and outside agencies related to funding and fiscal matters.
- Serves as department liaison with the County Auditor's Office, Outside Auditors, State Auditors and Federal Auditors.

## **FISCAL OFFICER– 2**

- Oversees the accounts payable, cash management, budget modification, special funding reimbursement programs, invoicing, and financial assessment processes.
- Assists the Department Director in negotiating and preparing Requests for Proposals, contracts, and contract amendments.
- Performs Department grant administration duties, identifies grant opportunities, completes applications, compiles budgets and monitors grant activities to ensure compliance with program fiscal and operational requirements.
- Prepares and submits activity reports and reports required by other government agencies.
- Maintains, prepares, and submits payroll documents and records.
- Oversees the information management activities in the Department; serves as department liaison on new technology issues and projects.
- Prepares purchasing documents and facilitates purchasing procedures for the department or unit.
- Prepares various management reports to assist in making operational decisions re: productivity, budget, etc.
- Composes and compiles correspondence, informational material, and documents.
- Operates computers to maintain and update files and databases; generates computer reports.
- Assumes responsibility for day-to-day office administrative work, functions, and services through scheduling and coordinating Department staff under assigned direct supervision.
- Performs related duties as required.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and fax machines.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; contact with staff and the public.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- County policies, rules, and regulations.
- Operations, services, rules, policies, and procedures of the Department.
- Applicable state guidelines and regulations relating to the operations and management of the Department.

## FISCAL OFFICER – 3

- Principles and practices of budget development administration and control.
- Principles and practices of grant development and administration.
- Fiscal analysis and statistical techniques.
- Software applications related to fiscal work.
- Methods and techniques of establishing and maintaining filing and information retrieval systems.
- Purchasing methods and procedures.
- Principles and practices of account and statistical recordkeeping.
- Personnel Principles of supervision, training, and performance evaluation.
- Principles and practices, rules and regulations of general accounting.
- Rules on confidentiality of records and file maintenance.
- Methods and techniques of preparing financial reports, statements and records.
- Methods and techniques of evaluating and auditing programs.

### Ability to:

- Perform a wide variety of complex and specialized fiscal support work for a major county department.
- Perform governmental cost accounting and budgeting duties.
- Supervise, train, and evaluate the work of assigned staff.
- Delegate assignments to lower level staff.
- Develop and implement financial controls and administrative processes.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department's fiscal operations.
- Gather, organize, analyze, and present a variety of financial data and information. Be able to communicate the information to the Director, special committees and the other interested parties.
- Prepare, clear, concise and accurate financial records and reports.
- Use a personal computer and appropriate software for word processing, recordkeeping, and fiscal functions.
- Effectively represent the County and the Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Understand and carry out oral and written directions.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

Training and Experience: Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:

**FISCAL OFFICER - 4**

Education:

A Bachelor's Degree in accounting, finance, business administration, or related field.  
Substitution for Education: Two additional years of experience of the type noted below may be substituted on a year for year basis for the required Bachelor's Degree.

Experience:

Three (3) years of increasingly responsible experience performing a variety of complex fiscal duties and administrative office technical support responsibilities, including at least one (1) year in a supervisory position-

Two years of the required experience is preferred in the area of government accounting or a closely related field.

Special Requirements:

Possession of an appropriate, current, and valid California Driver's License issued by the Department of Motor Vehicles.

*Lindsey Clark*  
Lindsey Clark

10-14-2020  
Date

## HEALTH EDUCATOR I

### DEFINITION

Under direction, plans, organizes, coordinates and implements public health education programs; provides administrative services including grant writing, budget development and monitoring for public health education programs; and performs related work as required.

### DISTINGUISHING CHARACTERISTICS

This class is the journey level classification in the Health Educator series responsible for developing, coordinating, implementing, and conducting public health information and community education services. Incumbents in this classification are assigned to specific duties generally related to and with a primary role in one or more particular programs, in areas such as: chronic disease prevention, communicable disease prevention, Maternal and Child Health, oral health, injury prevention, Bio-terrorism, and other public health prevention programs; incumbents may receive lead direction from a Health Educator II.

### REPORTS TO

Director of Public Health

### CLASSIFICATIONS DIRECTLY SUPERVISED

None.

### EXAMPLES OF DUTIES

Plans, schedules, and coordinates program services in health education, with a primary role in one or more programs; assists in the coordination of prevention programs; develops training schedules; plans and conducts in-service programs, assessing the success of each training session; establishes and maintains liaison activities in the community with private agencies, community organizations, and professional groups related to assigned health education area; assists in grant writing, program development and monitoring; may assist with budget monitoring; prepares marketing strategies and distributes health education materials, including reports, pamphlets, posters, exhibits, news releases and radio scripts; participates in health education programs, conferences and community programs; provides technical assistance in development of health education assessments, interventions, and protocols; implements strategies to raise awareness of health issues; conducts surveys of public health issues to develop new education programs; assists in the development of program scopes of work and the reporting related to the scope of work accomplishments; assist in community needs assessments and program plan developments.

### TYPICAL PHYSICAL REQUIREMENTS

Health Educator 3-17

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machines.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; some travel to nearby agencies or other locations as assigned; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### Knowledge of:

- Principles, methods, and techniques of public health education program planning, development, implementation, and monitoring.
- Functions, programs and services of both public and private agencies involved in health education activities.
- Public health statistical and survey methods.
- Principles of budget preparation and review related to public agency grants.
- Methods and techniques of disseminating information to the public.
- Community resources and demography.
- Grant writing techniques/administration.
- Principles of effective oral and written communication.
- Principles of public health government organizations.

#### Ability to:

- Communicate effectively both orally and in writing.
- Develop, implement and monitor health education programs.
- Analyze data, identify target service groups and recommend and establish program priorities.
- Review and prepare financial documents and information
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with staff, other agencies, public and media.
- Maintain confidentiality of protected client information related to public health.

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:

Two (2) years paid experience in providing health education services; and

Graduation from an accredited college or university with a four-year Bachelor's degree in public or community health education; or

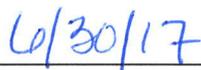
A Master's Degree in public health from an accredited program in an appropriate discipline

such as community or public health, public policy, or a closely related field.

Substitution: One additional year of experience of the type noted above may be substituted for the required specific Bachelor's degree. An additional year of experience of the type noted above may be substituted for one year of the bachelor's degree, up to a maximum of two years.

Special Requirements: Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.

  
\_\_\_\_\_  
Donna Jackson

  
\_\_\_\_\_  
Date

## FISCAL OFFICER

### DEFINITION

Under direction of the Department Director, the Fiscal Officer assumes responsibility for fiscal management and auditing of diverse programmatic functions and of the complex, multi-source, Department budget(s). The incumbent prepares the annual budget(s) and monitors the monthly revenue and spending patterns of the Department. This position supports management with productivity and fiscal reports; performs cost accounting and/or oversees preparation of cost reports; develops financial specifications for RFP's, and negotiates and assists in monitoring contracts. Furthermore, the Fiscal Officer oversees the management of information systems in conjunction with the IT Department. The position supervises and evaluates the work of the fiscal and administrative staff within the Department. The incumbent may also serve as a resource to other departments by helping to coordinate and evaluate financial operations.

### REPORTS TO

Department Director

### CLASSIFICATIONS SUPERVISED

This classification exercises direct supervision over fiscal and administrative staff.

### EXAMPLES OF DUTIES

- Assumes responsibility for fiscal operations of the Department.
- Develops fiscal policies and procedures for the Department and insures they are consistent with County policies.
- Establishes and maintains internal accounting controls for the Department.
- Performs cost accounting, cost allocations, and cost reports for covered programs and departments.
- Prepares the annual Department budget(s) in collaboration with the Department Director; monitors the budget(s) on a monthly basis and keeps the Department Director informed on the status of revenue and expenses.
- Prepares deposits from permit receipts, tracking revenues and posting revenue to appropriate accounts.
- Gathers supporting documentation for budget changes and new requests.
- Responsible for preparation of department payroll.
- Serves as a liaison for the Department with other organizations and outside agencies related to funding and fiscal matters.
- Serves as department liaison with the County Auditor's Office, Outside Auditors, State Auditors and Federal Auditors.

## **FISCAL OFFICER– 2**

- Oversees the accounts payable, cash management, budget modification, special funding reimbursement programs, invoicing, and financial assessment processes.
- Assists the Department Director in negotiating and preparing Requests for Proposals, contracts, and contract amendments.
- Performs Department grant administration duties, identifies grant opportunities, completes applications, compiles budgets and monitors grant activities to ensure compliance with program fiscal and operational requirements.
- Prepares and submits activity reports and reports required by other government agencies.
- Maintains, prepares, and submits payroll documents and records.
- Oversees the information management activities in the Department; serves as department liaison on new technology issues and projects.
- Prepares purchasing documents and facilitates purchasing procedures for the department or unit.
- Prepares various management reports to assist in making operational decisions re: productivity, budget, etc.
- Composes and compiles correspondence, informational material, and documents.
- Operates computers to maintain and update files and databases; generates computer reports.
- Assumes responsibility for day-to-day office administrative work, functions, and services through scheduling and coordinating Department staff under assigned direct supervision.
- Performs related duties as required.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and fax machines.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; contact with staff and the public.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- County policies, rules, and regulations.
- Operations, services, rules, policies, and procedures of the Department.
- Applicable state guidelines and regulations relating to the operations and management of the Department.

## FISCAL OFFICER – 3

- Principles and practices of budget development administration and control.
- Principles and practices of grant development and administration.
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- Personnel Principles of supervision, training, and performance evaluation.
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- Rules on confidentiality of records and file maintenance.
- Methods and techniques of preparing financial reports, statements and records.
- Methods and techniques of evaluating and auditing programs.

### Ability to:

- Perform a wide variety of complex and specialized fiscal support work for a major county department.
- Perform governmental cost accounting and budgeting duties.
- Supervise, train, and evaluate the work of assigned staff.
- Delegate assignments to lower level staff.
- Develop and implement financial controls and administrative processes.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department's fiscal operations.
- Gather, organize, analyze, and present a variety of financial data and information. Be able to communicate the information to the Director, special committees and the other interested parties.
- Prepare, clear, concise and accurate financial records and reports.
- Use a personal computer and appropriate software for word processing, recordkeeping, and fiscal functions.
- Effectively represent the County and the Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Understand and carry out oral and written directions.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

Training and Experience: Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:

**FISCAL OFFICER - 4**

Education:

A Bachelor's Degree in accounting, finance, business administration, or related field.  
Substitution for Education: Two additional years of experience of the type noted below may be substituted on a year for year basis for the required Bachelor's Degree.

Experience:

Three (3) years of increasingly responsible experience performing a variety of complex fiscal duties and administrative office technical support responsibilities, including at least one (1) year in a supervisory position-

Two years of the required experience is preferred in the area of government accounting or a closely related field.

Special Requirements:

Possession of an appropriate, current, and valid California Driver's License issued by the Department of Motor Vehicles.

*Lindsey Clark*  
Lindsey Clark

10-14-2020  
Date

## HEALTH EDUCATOR I

### DEFINITION

Under direction, plans, organizes, coordinates and implements public health education programs; provides administrative services including grant writing, budget development and monitoring for public health education programs; and performs related work as required.

### DISTINGUISHING CHARACTERISTICS

This class is the journey level classification in the Health Educator series responsible for developing, coordinating, implementing, and conducting public health information and community education services. Incumbents in this classification are assigned to specific duties generally related to and with a primary role in one or more particular programs, in areas such as: chronic disease prevention, communicable disease prevention, Maternal and Child Health, oral health, injury prevention, Bio-terrorism, and other public health prevention programs; incumbents may receive lead direction from a Health Educator II.

### REPORTS TO

Director of Public Health

### CLASSIFICATIONS DIRECTLY SUPERVISED

None.

### EXAMPLES OF DUTIES

Plans, schedules, and coordinates program services in health education, with a primary role in one or more programs; assists in the coordination of prevention programs; develops training schedules; plans and conducts in-service programs, assessing the success of each training session; establishes and maintains liaison activities in the community with private agencies, community organizations, and professional groups related to assigned health education area; assists in grant writing, program development and monitoring; may assist with budget monitoring; prepares marketing strategies and distributes health education materials, including reports, pamphlets, posters, exhibits, news releases and radio scripts; participates in health education programs, conferences and community programs; provides technical assistance in development of health education assessments, interventions, and protocols; implements strategies to raise awareness of health issues; conducts surveys of public health issues to develop new education programs; assists in the development of program scopes of work and the reporting related to the scope of work accomplishments; assist in community needs assessments and program plan developments.

### TYPICAL PHYSICAL REQUIREMENTS

Health Educator 3-17

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machines.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; some travel to nearby agencies or other locations as assigned; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### Knowledge of:

- Principles, methods, and techniques of public health education program planning, development, implementation, and monitoring.
- Functions, programs and services of both public and private agencies involved in health education activities.
- Public health statistical and survey methods.
- Principles of budget preparation and review related to public agency grants.
- Methods and techniques of disseminating information to the public.
- Community resources and demography.
- Grant writing techniques/administration.
- Principles of effective oral and written communication.
- Principles of public health government organizations.

#### Ability to:

- Communicate effectively both orally and in writing.
- Develop, implement and monitor health education programs.
- Analyze data, identify target service groups and recommend and establish program priorities.
- Review and prepare financial documents and information
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with staff, other agencies, public and media.
- Maintain confidentiality of protected client information related to public health.

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:

Two (2) years paid experience in providing health education services; and

Graduation from an accredited college or university with a four-year Bachelor's degree in public or community health education; or

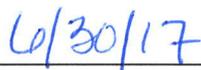
A Master's Degree in public health from an accredited program in an appropriate discipline

such as community or public health, public policy, or a closely related field.

Substitution: One additional year of experience of the type noted above may be substituted for the required specific Bachelor's degree. An additional year of experience of the type noted above may be substituted for one year of the bachelor's degree, up to a maximum of two years.

Special Requirements: Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.

  
\_\_\_\_\_  
Donna Jackson

  
\_\_\_\_\_  
Date

## **PUBLIC HEALTH DIRECTOR**

### **DEFINITION**

Directs the activities of the County's Public Health Programs including personnel management, program planning and evaluation, and public relations; to plan, organize, schedule, assign and supervise the work of public health nursing, community health nursing, and other health services staff; to organize, coordinate, evaluate and direct special programs; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a Department Head class with responsibility for planning, organizing, directing, and supervising public health programs and the work of professional and non-professional public health staff.

### **REPORTS TO**

Director of Health and Human Services.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

This classification exercises direct supervision over professional, technical, and clerical staff.

### **EXAMPLES OF DUTIES**

Provide direction on the interpretation and application of public health laws and regulations. Follow the guidelines of the Health & Safety Code related to public health. Direct and administer public health programs, including program development, budget development, budget oversight and accountability. Provide direction and oversight for public health programs and activities, including communicable disease control, tuberculosis control, sexually transmitted disease and AIDS prevention and control; California Children Services, Family Planning and MCH, Emergency Preparedness, Tobacco Reduction, public health nursing; advises staff on the interpretation and application of agency policies; evaluate the effectiveness of current public health policies and practices, performs program planning and development work; assists with grant development and administration; participate in TCM and MAA administrative activities; prepares reports and correspondence; prepares and reviews annual program budgets; interprets policies and regulations for the public; acts as consultant to outside agencies; represents the Department with other government agencies; acts as chief advisor to Director of Health and Human Services on public health matters; selects and hires public health staff.

## **PUBLIC HEALTH DIRECTOR - 2**

## **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; lift and move object weighing up to 25 pounds without assistance; 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 usually performed in an office or clinic environment; exposure to communicable disease; continuous contact with staff and the public.

## **DESIRABLE QUALIFICATIONS**

### Knowledge of:

- Principles, methods, and procedures of general nursing and public health nursing.
- Community public health problems and issues and their relationship to the development and operations of public programs and services.
- Federal, State, and County laws and regulations applicable to public health program and communicable disease control.
- Causes, means of transmission, and method of control of communicable diseases, including sexually transmitted diseases, AIDS and tuberculosis.
- The sociological and cultural problems involved in a public health nursing program.
- Program planning and development.
- Principles, techniques, and practices of business and public health administration.
- Budget development and expenditure control.
- Principles and techniques of effective employee supervision, training, and development.

### Ability to:

- Plan, organize, supervise, and administer the functions and services of a Public Health Nursing Program.
- Develop, organize, analyze, and interpret statistical data.
- Provide direction, supervision and training for Department staff.
- Develop and administer a budget and control expenditures.
- Review the work of Department staff and resolve problems.
- Be responsible for the development, maintenance, and preparation of public health statistics, medical records, and reports.
- Direct the preparation and prepare clear, concise reports.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.
- Coordinate assigned activities with community organizations and other government agencies.

## **PUBLIC HEALTH DIRECTOR - 3**

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:

Five (5) years of experience performing public health nursing work, including two (2) years in a management or supervisory capacity. (Possession of (1) a Master of Public Health degree from a program accredited by the American Public Health Association; or (2) a Master's degree in Health Administration may substitute for one year of the required experience.)

Graduation from college with a BA degree in nursing.

Special Requirements: Possession of a valid license as a Registered Nurse in California and a certificate as a Public Health Nurse in California issued by the State Department of Health Services.

Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.

*Examples of duties B Non-Enhanced:*

- Review and determine the action to take on referrals received by the CCS Program. (i.e., determining completeness of information, obtaining additional information, referring to appropriate staff).
- Determination of financial and residential eligibility through conducting interview of Applicant/Client and his/her family.
- Provide orientation to the Applicant/Client and his/her family to the CCS Program including such areas as prior authorization and other program requirements.
- Maintain a date-file/tracking system to insure timely response and follow-up on applications to the program, family compliance with financial/residential interview appointments, following due process procedures, and obtain needed/required medical reports.
- Receive and process ongoing request for service with referrals to other members of the Case Management Team for further action when needed.
- Process accounts receivable (enrollment and annual assessment fees).
- Inform and assist Applicant/Client and his/her family in accessing other agency/program services such as Medi-Cal, SSI, Regional Center, etc.
- Provide Application Assistance for enrollment into the Medi-Cal program.
- Code CCS cases with the appropriate ICD-10 and CPT codes.
- Assist with the preparation of required state reports as directed by the CCS Administrator.
- Assist with processes of MR940 claims and adjudication to reclaim county dollars
- General clerical duties to include but not limited to: data entry, mail collection, etc.
- Maintain file system for CCS case records and referrals.
- Assist providers in obtaining correct billing information to ensure timely Medi-Cal reimbursement. This includes is but not limited to a thorough understanding of Medi-Cal billing policies and procedures and third party liability. This is part of the CCS programs provider support and retention activities.
- Participate in County and State conducted training sessions.

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Examples of duties enhanced:

**SPMP Program Planning: .5%**

- Plan programs that increase the access of care for the Medi-Cal CCS population
- Collaborate with the Managed Medi-Cal Plans to increase the number of CCS clients enrolled in Medi-Cal
- Medi-Cal review of County CCS charts to ensure program integrity

**SPMP Training: .5%**

- Attend trainings related to the proper operation and efficiency of the Medi-Cal system, including provider trainings.

**Quality Management: .5%**

- Review charts to determine if CCS medical services are appropriate and within medical guidelines and program eligibility
- Review timeliness of SAR requests put into the system by local staff
- Review and complete Performance Measure Reporting as required by the state

**Inter/Intra Agency Collaboration: .5%**

- Collaborate with the Managed Medi-Cal Plans to increase the number of CCS clients enrolled in Medi-Cal
- Assist CCS providers to meet the standards of care for CCS clients
- Assist medical providers to find CCS eligible specialists for referrals of CCS eligible Conditions

Examples of duties non-enhanced: 3%

**Administrative / Management**

Perform general administrative activities such as; maintaining files, records,

- Develop annual budget for the CCS program
- Complete all annual program reporting required by the state CMS Branch
- Supervise staff on a daily basis to ensure program integrity
- Attend staff meetings and non-program specific in-service orientation and other staff development activities.
- Direct clerical staff in the maintenance of the CCS program activities and assure program compliance.
- Interface with the state CCS program to ensure efficiency in executing program requirements

**Amador County  
Fiscal Officer  
Non-SPMP**

*This position works under the direction of the Supervising PHN*

*Duties may include:*

**County Budget**

Build yearly MCAH program and grant budgets

Maintain Maxime Accounting Program

Balance Maxime program to County Auditor's accounts

Maintain personnel costs for all programs invoiced for MCAH and grant programs

Baby Welcome Program (BWW), IAP, HIV/AIDS, MAA, TCM, MCH/(portions of BWW enhanced through this state budget), CHDP, Foster Care, CCS (includes Admin, Therapy, Diagnostic, Treatment)

Maintain revenue records, tracking receipt of expected invoiced dollars.

**State Budgets**

Build yearly budgets for MCH, CHDP, Foster Care/PPMO Program, CCS, MCH includes Baby Welcome Wagon. CCS includes Admin, Treatment, Diagnostic, Therapy, Healthy Families.

Cost Report for MAA/TCM

Cost Report for TRAC

Mid-year report for MCH

**Supplemental**

Supplemental invoices as needed

**State Budget Revisions**

Budget revisions as needed for any or all of the above mentioned budgets to include the revising related to the breakdown of time studied hours related to enhanced / non-enhanced dollars.

FFP knowledge required

**FFP (Federal Financial Participation)**

Knowledge of the FFP requirements in relationship to each program;

Understanding the relationship between SPMP versus non SPMP with regard to time studies;

Collection of time studies quarterly-review for accuracy, completion and balance;

Complete FFP reports for each employee after adjusting Medi-Cal factor yearly (for CCS and MAA/TCM quarterly)

Breakdown FFP report for Summary by salary and benefits into % of time in each program worked

Take collected information from FFP Summary and separate into each program to be invoiced:

MCH, Baby Welcome Wagon, CHDP, FC, MAA, and CCS, including Admin, Case Management, Diagnostic, Treatment, and Therapy

Breakdown quarterly salary for % time and expenses reimbursed by Federal dollars for enhanced time

State and Federal dollars for non-enhanced time and State/County dollars for not matched time

**Programs Invoiced Quarterly**

MCH-includes: CPSP and SIDS;CHDP-HCPCFC; CCS-includes Admin, Case Management, Therapy, Diagnosis, Treatment; MAA-provide all needed personnel and operating expenses for invoicing to appropriate fiscal agent; TCM-online invoicing of Targeted Case Management encounters for Public Health

MCH invoice: From FFP Summary, divide salary and benefits for personnel performing MCH activities. This includes MCH, CPSP. Collect total MCH salaries by enhanced, non-enhanced and not-matched dollars. Collect all related operating expenses, breaking down by enhanced and non-enhanced %, including A87 and cost allocation. Electronic invoicing required, along with mailing original invoice with appropriate signatures, copy on floppy and copies of FFP summary for each participating staff. Cover letter required.

Baby Welcome Wagon is being blended into MCH budget for purpose of enhancing dollars. All funds to be tracked separately

Maintain audit file

CHDP invoice: From FFP summary, divide salary and benefits (combined) for personnel performing CHDP activities. Collect total CHDP salary by enhanced, non-enhanced and not matched

All related expenses are invoiced, including A87 and cost allocation.

Collect appropriate signatures, copy for our audit file, attach cover letter and mail

Maintain audit file

CCS Invoice:

Administration claims--gather all appropriate FFP information, breaking down salary and benefits for participating staff. Invoice for enhanced and non-enhanced, not matched per actual case load per quarter. Include operating expenses, indirect and "other" which allows for maintenance and transportation for CCS families

Diagnostic and Treatment claims- are based on the MR-940 state report

Therapy claim- is a reflection of the MR-940 report against the county cost of the physical therapist

SELPA/LA recoups the remaining 50% of the therapist salary.

Maintain audit file

Foster Care/PPMP/Augmented Caseload Invoicing:

Take applicable FFP summary information for PHN II

Invoiced by enhanced and non-enhanced time

Expenses allowed for travel and training only

A87 and cost allocation also allowed

Maintain audit file

MAA Invoicing:

Detailed invoicing process, involving knowledge of time study, separate form other programs, and Medi-Cal population percentages,

Maintain audit file, requires secondary documentation

Participate/conduct yearly MAA Time Survey trainings

TCM Invoicing:

Can invoice as needed throughout the quarter by electronic submission

Collect appropriate signatures in [blue ink](#) and mail to state with corresponding cover letter.

Complete yearly TCM Cost Report

All of the above listed programs are invoiced using different criteria, with specific rules and regulations. Requirements include knowledge of and reference to policy and procedure manuals and PPL's for each program and rapport with the state for each program. Regulations change yearly. Close contact with good working relationship with state contract managers

### **Programs Invoiced Semi-Annually**

BWW reporting: semi annually with a final report required.

TRAC reporting: semi annually.

**Routine office activities**

Handle phone and email inquires from vendors, state program managers and other county employees regarding Public Health business.

Work closely with MCAH Director/PHN Supervisor to provide fiscal information required to efficiently invoice for each individual program

Maintain file system

Attend trainings and conferences as required by all programs within Public Health.

Participate in MAA/TCM workgroup.

*Examples of duties B Non-Enhanced:*

- Review and determine the action to take on referrals received by the CCS Program. (i.e., determining completeness of information, obtaining additional information, referring to appropriate state staff).
- Maintain a date-file/tracking system to insure timely response and follow-up on applications to the program, family compliance with financial/residential interview appointments, following due process procedures, and obtain needed/required medical reports.
- Receive and process ongoing request for service with referrals to other members of the Case Management Team for further action when needed.
- Inform and assist Applicant/Client and his/her family in accessing other agency/program services such as Medi-Cal, SSI, Regional Center, etc.
- Code CCS cases with the appropriate ICD-10 and CPT codes.
- General clerical duties to include but not limited to: data entry, mail collection, etc.
- Complete the basic CCS case management responsibilities when the primary case manager is out of the office.
- Assist providers in obtaining correct billing information to ensure timely Medi-Cal reimbursement. This includes is but not limited to a thorough understanding of Medi-Cal billing policies and procedures and third party liability. This is part of the CCS programs provider support and retention activities working in conjunction with the CCS Program Specialist.
- Participate in County and State conducted training sessions.

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**PUBLIC HEALTH NURSE II**

**DEFINITION**

Under direction, plans, conducts and participates in a variety of public health clinics and services that support the County's public health programs; provides nursing, educational and health counseling services in connection with family planning, the control and prevention of disease, and adverse health conditions; and performs related duties as required.

**DISTINGUISHING CHARACTERISTICS**

This is the journey level classification in the Public Health Nurse series. This classification is distinguished from the Public Health Nurse I in that incumbents at this level are responsible for independently performing the full range of assigned duties.

**REPORTS TO**

Higher level management or supervisory staff.

**CLASSIFICATIONS SUPERVISED**

This classification does not exercise supervision over staff.

**EXAMPLES OF DUTIES**

*The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.*

Performs a variety of professional nursing duties in support of the County's public health programs; nursing areas may include, but are not limited to clinics, family planning, disease control and prevention, and counseling services; conducts physical examinations; diagnoses and treats (by protocol) certain diseases; investigates and interviews patients and acts to obtain treatment for ill patients; searches for unreported or missed cases of communicable diseases and gives instructions in their prevention and care; assists with the operations of clinics and satellite immunization sites assessing and providing immunizations and family planning services; serves as a patient advocate to assist patients with attaining optimal health care; coordinates health care between patients and care providers; assesses, screens, and provides intervention strategies to high-risk individuals and families in clinics and home visits; instructs parents on child safety, growth, and development and screens for signs of abuse, poor nutrition and failure to thrive; reports abuse of children, elderly or the disabled; acts as "on-call" nurse to receive referrals and provide information; provides case management to

## **PUBLIC HEALTH NURSE II - 2**

patients with pulmonary tuberculosis which includes coordination with their physician, monitoring compliance in treatment; screens for tuberculosis by giving and reading skin tests, providing medications and education; participates in patient meetings for "special needs" children; functions in an outreach and education capacity by giving presentations to the public on special health concerns such as AIDS or child health issues; documents treatment given and medications in patients' charts; keeps statistics on a variety of communicable diseases; teaches prenatal care to expectant mothers; works cooperatively with County departments, state and federal agencies and community groups on local health issues; provides education counseling and screening for AIDS; draws blood samples to determine deficiencies or assist with disease diagnosis; makes home visits; meets with health care providers to recruit their participation in health programs; participates in family planning and other department programs; may function as Deputy Director for CHDP program; may work in California Children's Service, Maternal Child Health, Child Health and Disability Programs, or other special programs; participates in Targeted Case Management (TCM) and Medi-Cal Administration Activity (MAA) services.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machine.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office or clinic environment or in private home setting; exposure to communicable diseases; continuous contact with staff and the public. Incumbents may be required to drive to remote areas of the County in all weather conditions.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Principles, methods, and procedures of general nursing and public health nursing.
- Operations services and activities of a comprehensive public health system.
- Federal, State and local laws governing the provision of public health services.
- Public health issues and problems.
- Causes, means of transmission, and methods of control of communicable diseases, including venereal disease, AIDS, and tuberculosis.
- Means of promoting child and maternal health and public health programs.
- Sociological and cultural problems involved in public health nursing.
- Community resources and demographics.
- Principles of public health education.
- State laws relating to reporting Child/Adult abuse.

## **PUBLIC HEALTH NURSE II - 3**

- Reproductive physiology and child development.
- Human anatomy
- Operations, services and activities of a clinic setting.
- Applicable state and federal guidelines and regulations.

### **Ability to:**

- Provide professional nursing support in assigned program areas.
- Educate and work with patients and their families.
- Read and understand medical information.
- Assess the physical conditions of patients.
- Make oral presentations to local community groups and health care providers.
- Investigate adverse health situations and recommend solutions.
- Maintain confidentiality of material.
- Coordinate assigned activities with community organizations and other government agencies.
- Interview patients and families to gather medical history.
- Draw blood samples.
- Determine appropriate resources for clients and make referral to those agencies.
- Work responsibly with physicians and other members of the medical team.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Understand and carry out oral and written directions.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

### **Training and Experience:**

*Any combination of training which would likely provide the required knowledge and experience is qualifying.  
A typical way to obtain the required knowledge and abilities would be:*

#### **Education**

Bachelor's degree in nursing from an accredited college or university and completion of an approved public health nursing program.

-or-

Graduation from an accredited Nursing Program with a minimum of 5years experience providing nursing services in public health programs, clinics or hospital settings serving high risk populations.

## **PUBLIC HEALTH NURSE II - 4**

### Special Requirements

Possession of a valid license as a Registered Nurse in California and preferably a Certificate as a Public Health Nurse issued by the California State Board of Registered Nursing.

Possession of an appropriate, current, and valid California Driver's License issued by the California Department of Motor Vehicles.

*Amador County*  
***Child Health & Disability Prevention***

Deputy Director Duty Statement  
FTE – 20%

- A. Provide Public Information – 1% FTE
- 1) Work with other agencies such as churches, homeless shelters, housing authorities, day care providers, hospital discharge planners / emergency departments and youth serving organizations to increase community awareness of preventive health services.
  - 2) Activities associated with follow-up contacts to clients referred from local social service department including telephone calls, letters and home visits with respective documentation required on social service forms (PM357).
- B. Skilled Professional Assessment – 1% FTE
- 1) Provide skilled professional medical expertise to determine the medical rationale for facilitating timely referral for medical and/or dental health assessments services.
  - 2) Using skilled professional medical expertise, encourage clients to follow-up on medical, dental, nutritional, and mental health conditions found during health assessment screens.
  - 3) Using skilled professional medical expertise, explain the significance of suspected medical conditions to clients and their families.
  - 4) Using skilled professional medical expertise participate in medical case conferencing with other agencies regarding client's medical condition.
- C. Provider Relations and Resource Development – 1% FTE
- 1) Provide skilled professional medical expertise and representation on child health boards and commissions to appropriately interpret the medical components of the CHDP program.
  - 2) Assure medical input into the development of the health components of Head Start and social services interagency agreement to assure medically related services are appropriately provided by qualified practitioners.
  - 3) Using skilled professional medical expertise, interpret the medical aspects of CHDP to recruit and maintain medically qualified providers.
- D. Intra Agency Collaboration and Coordination – 1% FTE
- 1) Provide lists of CHDP providers and PM 160 HSP forms to Head Start/State Preschool programs.
  - 2) Negotiate, implement and monitor the Interagency Agreement with the local social

services department.

- 3) Coordinate/network with WIC and other programs focusing on such issues as immunization, oral health, child abuse, and injury prevention.

E Skilled Professional Training – 1% FTE

- 1) Provide skilled professional medical expertise in developing, conducting, and/or participating in practitioner in service and provider workshops and state-conducted medical training sessions/meetings.

F Non-SPMP Training – 1% FTE

- 1) Conduct in-service for school staff on CHDP documentation requirements on such areas as for first grade entry, current eligibility for CHDP services.
- 2) Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.
- 3) Periodically observe eligibility workers (Ews) during the CHDP informing process, and based on observations, provide annual updated training and informing materials consistent with Federal informing requirements.
- 4) Conduct training session for providers on claiming program policy and regulations.

G. Program Specific Administration – 13% FTE

- 1) Assure that CHDP/EPSTDT funded personnel perform only allowable functions; assure audit trail is maintained for all expenditures, and staff complete time studies a minimum of one month a quarter and retain on file.
- 2) Develop, monitor revise yearly budgets to implement CMS plan within the program allocations and according to CMS Branch guidelines.
- 3) Recruit, orient, supervise, and evaluate personnel responsible for implementing the CHDP program.
- 4) Prepare reports, document and correspondence that relate to the program.
- 5) Review program data, analyze and utilize in program-related needs assessments.
- 6) Formulate and apply program administrative policies.
- 7) Evaluate fiscal procedures for program.
- 8) Draft, analyze, and/or review legislation related to the program.
- 9) Review literature and research articles related to program administration.
- 10) Perform employee evaluations for program staff.

H. Quality Management By Skilled Professional Medical Personnel – 1% FTE

- 1) Using skilled professional medical expertise, develop and utilize medical criteria to assess provider qualifications and evidence of quality care.
- 2) Using skilled professional medical expertise, identify and implement quality

- management procedures relating to the medical services aspect of the program.
- 3) Using skilled professional medical expertise, provide site reviews and chart audits to assure quality exams according to periodicity calibrated equipment, and store vaccines appropriately.
  - 4) Assure that providers caring for children have implemented the follow-up to diagnosis and treatment or case management processes expressed in their provider agreement.
  - 5) Review data reports on provider-specific health assessments of children. Address issues with provider as indicated.

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**Amador County  
Fiscal Officer Duty Statement  
Non-SPMP**

*This position works under the direction of the Supervising PHN*

*Duties may include:*

**County Budget**

Build yearly MCAH program and grant budgets

Maintain Maxime Accounting Program

Balance Maxime program to County Auditor's accounts

Maintain personnel costs for all programs invoiced for MCAH and grant programs

Baby Welcome Program (BWW), IAP, HIV/AIDS, MAA, TCM, MCH/(portions of BWW enhanced through this state budget), CHDP, Foster Care, CCS (includes Admin, Therapy, Diagnostic, Treatment)

Maintain revenue records, tracking receipt of expected invoiced dollars.

**State Budgets**

Build yearly budgets for MCH, CHDP, Foster Care/PPMO Program, CCS, MCH includes Baby Welcome Wagon. CCS includes Admin, Treatment, Diagnostic, Therapy, Healthy Families.

Cost Report for MAA/TCM

Cost Report for TRAC

Mid-year report for MCH

**Supplemental**

Supplemental invoices as needed

**State Budget Revisions**

Budget revisions as needed for any or all of the above mentioned budgets to include the revising related to the breakdown of time studied hours related to enhanced / non-enhanced dollars.

FFP knowledge required

**FFP (Federal Financial Participation)**

Knowledge of the FFP requirements in relationship to each program;

Understanding the relationship between SPMP versus non SPMP with regard to time studies;

Collection of time studies quarterly-review for accuracy, completion and balance;

Complete FFP reports for each employee after adjusting Medi-Cal factor yearly (for CCS and MAA/TCM quarterly)

Breakdown FFP report for Summary by salary and benefits into % of time in each program worked

Take collected information from FFP Summary and separate into each program to be invoiced:

MCH, Baby Welcome Wagon, CHDP, FC, MAA, and CCS, including Admin, Case Management, Diagnostic, Treatment, and Therapy

Breakdown quarterly salary for % time and expenses reimbursed by Federal dollars for enhanced time

State and Federal dollars for non-enhanced time and State/County dollars for not matched time

**Programs Invoiced Quarterly**

MCH-includes: CPSP and SIDS;CHDP-HCPCFC; CCS-includes Admin, Case Management, Therapy, Diagnosis, Treatment; MAA-provide all needed personnel and operating expenses for invoicing to appropriate fiscal agent; TCM-online invoicing of Targeted Case Management encounters for Public Health

MCH invoice: From FFP Summary, divide salary and benefits for personnel performing MCH activities. This includes MCH, CPSP. Collect total MCH salaries by enhanced, non-enhanced and not-matched dollars. Collect all related operating expenses, breaking down by enhanced and non-enhanced %, including A87 and cost allocation. Electronic invoicing required, along with mailing original invoice with appropriate signatures, copy on floppy and copies of FFP summary for each participating staff. Cover letter required.

Baby Welcome Wagon is being blended into MCH budget for purpose of enhancing dollars. All funds to be tracked separately

Maintain audit file

CHDP invoice: From FFP summary, divide salary and benefits (combined) for personnel performing CHDP activities. Collect total CHDP salary by enhanced, non-enhanced and not matched

All related expenses are invoiced, including A87 and cost allocation.

Collect appropriate signatures, copy for our audit file, attach cover letter and mail

Maintain audit file

CCS Invoice:

Administration claims--gather all appropriate FFP information, breaking down salary and benefits for participating staff. Invoice for enhanced and non-enhanced, not matched per actual case load per quarter. Include operating expenses, indirect and "other" which allows for maintenance and transportation for CCS families

Diagnostic and Treatment claims- are based on the MR-940 state report

Therapy claim- is a reflection of the MR-940 report against the county cost of the physical therapist

SELPA/LA recoups the remaining 50% of the therapist salary.

Maintain audit file

Foster Care/PPMP/Augmented Caseload Invoicing:

Take applicable FFP summary information for PHN II

Invoiced by enhanced and non-enhanced time

Expenses allowed for travel and training only

A87 and cost allocation also allowed

Maintain audit file

MAA Invoicing:

Detailed invoicing process, involving knowledge of time study, separate form other programs, and Medi-Cal population percentages,

Maintain audit file, requires secondary documentation

Participate/conduct yearly MAA Time Survey trainings

TCM Invoicing:

Can invoice as needed throughout the quarter by electronic submission

Collect appropriate signatures in [blue ink](#) and mail to state with corresponding cover letter.

Complete yearly TCM Cost Report

All of the above listed programs are invoiced using different criteria, with specific rules and regulations. Requirements include knowledge of and reference to policy and procedure manuals and PPL's for each program and rapport with the state for each program. Regulations change yearly. Close contact with good working relationship with state contract managers

### **Programs Invoiced Semi-Annually**

BWW reporting: semi annually with a final report required.

TRAC reporting: semi annually.

**Routine office activities**

Handle phone and email inquires from vendors, state program managers and other county employees regarding Public Health business.

Work closely with MCAH Director/PHN Supervisor to provide fiscal information required to efficiently invoice for each individual program

Maintain file system

Attend trainings and conferences as required by all programs within Public Health.

Participate in MAA/TCM workgroup.

*Amador County*  
***Child Health And Disability Prevention (CHDP)***  
*Duty Statement*  
*Health Education Assistant*  
*Donna Jackson*  
*50% FTE*

The CHDP Health Education Assistant will have the following responsibilities for the EPSDT and CHDP programs. The Health Education Assistant will be supervised by the CMS Coordinator for EPSDT and CHDP activities.

**Outreach: 20% Non-Enhanced**

The Health Education Assistant will attend Community and School activities to promote CHDP services: ie:

- 1) Kindergarten Round-Ups
- 2) WIC (Women, Infants, & Children)
- 3) Child Care facilities upon request
- 4) Small & Large Business Employee Meetings
- 5) Outreach to Spanish Speaking Community about CHDP Services and follow-up to Diagnosis and Treatment
- 6) Provide Healthy Family's Outreach through Business Object Reports
- 7) Provide Certified Application Assistance (CAA) to eligible families
- 8) Plan and host a CHDP Outreach booth at various community functions

**Education: 10% Non-Enhanced**

- 1) Inservicing providers and staff on health education materials.
- 2) Yearly inservice to Medi-Cal Eligibility Workers regarding CHDP informing requirements.
- 3) Assist with a quarterly CHDP newsletter to providers.
- 4) Assist with quarterly informing for the Department of Social Services regarding PM160 and PM357 follow-up

***Interagency Collaboration***

- 1) Train new provider staff regarding PM 160 processing and completion
- 2) Train new front office staff regarding Gateway transactions via POS/Internet
- 3) Assist provider offices with Gateway transaction difficulties/troubleshooting
- 4) Maintain strong personal connection with provider network by completing monthly office visits.
- 5) Answer provider questions as they relate to the basic functioning of the CHDP/Gateway/Access to care issues.

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**Medical Case Management  
Public Health Nurse  
FTE 20%**

**DUTY STATEMENT  
CHDP**

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This position is 80% SPMP Administrative Case Management  
20% Non SPMP allowed activities

1. A Public Health Nurse/ Registered Nurse will review all PM 160's with codes of 3,4,5,6 or comments noted to determine level of need for follow up.
2. The Public Health Nurse/Registered Nurse will assure that clients with potentially handicapping conditions get appropriate care upon receipt CHDP Care Coordination form from a CHDP provider on a FFS beneficiary.
3. Assure that children with dental conditions requiring referral have access to care when referred from a dental provider on a Medi-Cal beneficiary.
4. Review all PM357's or ISAW referrals for Foster Care Children and send to the Amador County Foster Care Nurse. Collaborate as needed to help with child's access to care.
5. Provide training to all new CHDP providers pertaining to the Health Assessment Guidelines and CHDP program requirements.
6. Complete CHDP Provider quality assurance site reviews and desktop medical records reviews on CHDP providers who are not part of a Managed Medi-Cal plan. Provide the provider with a written report to include areas needing improvement and areas of excellence.
7. Consult with Health Educator in compiling the quarterly newsletter to include areas of education as indicated through the PM 160 desktop and provider site reviews.
8. Assist providers in helping clients access the various state and local programs to minimize out of pocket expenses for families.
9. Case Management duties will be supervised by the CHDP Deputy Director.

### Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City: Amador County				Fiscal Year: 2020-2021	
Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates (From / To)	Date Last Reviewed by County/City	Name of Person Responsible for This MOU/IAA?	Did This MOU/IAA Change? (Yes or No)
CHDP/DSS IAA for EPSDT	IAA	7/1/19-6/30/2021	7/1/2019	Connie Vaccarezza	Pending updates to the MOU contingent upon the future of CHDP responsibilities as directed by the California Department of Managed Medi-Cal
Health Care for Children in Foster Care	MOU	7/1/19-6/30/2021	7/1/2019	Connie Vaccarezza	Yes (PPMO)
CHDP & Headstart	IAA	6/1/09-ongoing	9/1/2014	Connie Vaccarezza	No
CHDP & WIC	IAA	10/26/10-ongoing	9/1/2014	Connie Vaccarezza	No
Anthem Blue Cross/MMC	MOU	Current	8/2018	James Foley	pending
California Health and Wellness	MOU	7/1/14-ongoing	9/3/2015	James Foley	No
Kaiser Permanente	MOU	7/2017=ongoing	7/2017	James Foley	No

**CHDP Administrative Budget Summary  
No County/City Match  
Fiscal Year 2020-2021**

County/City Name: AMADOR COUNTY

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$50,589	\$0	\$50,589	\$17,385	\$33,203
II. Total Operating Expenses	\$11,900	\$0	\$11,900	\$0	\$11,900
III. Total Capital Expenses	\$0		\$0		\$0
IV. Total Indirect Expenses	\$12,647	\$0	\$12,647		\$12,647
V. Total Other Expenses	\$0	\$0	\$0		\$0
<b>Budget Grand Total</b>	<b>\$75,136</b>	<b>\$0</b>	<b>\$75,136</b>	<b>\$17,385</b>	<b>\$57,751</b>

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$0	\$0			
<b>Medi-Cal Funds:</b>	<b>\$75,136</b>		<b>\$75,136</b>		
State	\$33,222		\$33,222	\$4,346	\$28,875
Federal (Title XIX)	\$41,914		\$41,914	\$13,039	\$28,875

	10/1/2020	209-223-6696	<a href="mailto:lclark@amadorgov.org">lclark@amadorgov.org</a>
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
	11-2-2020	209-223-6677	<a href="mailto:cvaccarezza@amadorgov.org">cvaccarezza@amadorgov.org</a>
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

**CHDP Administrative Budget Worksheet  
No County/City Match  
State/Federal  
Fiscal Year 2020-2021**

County/City Name: AMADOR

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
<b>Personnel Expenses</b>											
1. Connie Vaccarezza, PHN, Director	15%	\$135,882	\$20,382	0.00%	\$0	100.00%	\$20,382	60.00%	\$12,229	40.00%	\$8,153
2. Donna Jackson, Health Educator I	10%	\$90,168	\$9,017	0.00%	\$0	100.00%	\$9,017		\$0	100.00%	\$9,017
3. Lindsey Clark, Fiscal Officer	8%	\$76,533	\$6,123	0.00%	\$0	100.00%	\$6,123		\$0	100.00%	\$6,123
				0.00%	\$0		\$0		\$0		\$0
				0.00%							
Total Salaries and Wages			\$35,522		\$0		\$35,522		\$12,229		\$23,292
Less Salary Savings											
Net Salaries and Wages			\$35,522	0.00%	\$0	100.00%	\$35,522	34.22%	\$12,229	65.78%	\$23,292
Staff Benefits (Actual)			\$15,067				\$15,067		\$5,156		\$9,911
<b>I. Total Personnel Expenses</b>			\$50,589		\$0		\$50,589		\$17,385		\$33,203
<b>II. Operating Expenses</b>											
1. Travel			\$100				\$100				\$100
2. Training			\$500				\$500				\$500
3. Communications			\$500				\$500				\$500
4. Maintenance-Program			\$800				\$800				\$800
5. Office Expense			\$500				\$500				\$500
6. Rent			\$8,000				\$8,000				\$8,000
7. Utilities			\$1,500				\$1,500				\$1,500
<b>II. Total Operating Expenses</b>			\$11,900				\$11,900				\$11,900

**CHDP Administrative Budget Worksheet  
No County/City Match  
State/Federal  
Fiscal Year 2020-2021**

County/City Name: **AMADOR**

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
<b>III. Capital Expenses</b>											
1.											
2.											
3.											
4.											
5.											
<b>II. Total Capital Expenses</b>											
<b>IV. Indirect Expenses</b>											
1. External (Specify %)	25.0000%		\$12,647				\$12,647				\$12,647
2. Internal (Specify %)	0.0000%		\$0				\$0				\$0
<b>IV. Total Indirect Expenses</b>			\$12,647				\$12,647				\$12,647
<b>V. Other Expenses</b>											
1.											
2.											
3.											
4.											
5.											
<b>V. Total Other Expenses</b>			\$0				\$0				\$0
<b>Budget Grand Total</b>			\$75,136		\$0		\$75,136		\$17,385		\$57,751

 October 09, 2010 (209) 223-6696 [iclark@amadorgov.org](mailto:iclark@amadorgov.org)  
 Prepared By (Signature) Date Prepared Phone Number Email Address  
 11-2-2010 (209) 223-6677 [cvaccarezza@amadorgov.org](mailto:cvaccarezza@amadorgov.org)  
 CHDP Director or Deputy Director Date Phone Number Email Address

**AMADOR CHILDREN'S MEDICAL SERVICES  
CHDP BUDGET JUSTIFICATION - FISCAL YEAR 2019-2020**

**LINE ITEM JUSTIFICATIONS:**

**I. Personnel Expenses**

	<b>Salary</b>	<b>Program %</b>
15% PHN, Director	\$135,882	\$20,382
10% Health Educator I	\$90,168	\$9,017
8% Fiscal Officer	\$76,533	\$6,123
		<b>\$35,522</b>

Actual Program Benefits		\$15,067
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<b>Total Personnel Expenses</b>		<b>\$50,589</b>
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**I. Operating Expenses**

Travel:		
Mileage for meetings and local travel - Direct Charge		\$100
Training:		
Training/meeting expenditures - Direct Charge		\$500
Communication:		
CHDP percentage based on program FTEs, tracked by the Maxime Accounting Program		\$500
Maintenance of Programs - Maxime Software:		
CHDP percentage based on program FTEs, tracked by the Maxime Accounting Program		\$800
Office Expenses:		
Office supplies and postage - CHDP percentage based on program FTEs, tracked by the Maxime Accounting Program as well as some direct charges		\$500
Rent:		
CHDP rent is based on 242.43 square feet @ \$2.75 per square foot per month = \$666.67 x12		\$8,000
Utilities:		
CHDP percentage based on program FTEs, tracked by the Maxime Accounting Program		\$1,500

<b>Total Operating Expenses</b>	<b>\$11,900</b>
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<b>III. Capital Expense</b>	\$0
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**IV. Indirect Expense**

<b>External</b> – CDPH approved ICR of 25%, Salary & Benefits	\$0
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<b>Total Indirect Expenses</b>	<b>\$12,647</b>
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<b>V. Other Expenses</b>	\$0
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<b>BUDGET GRAND TOTAL</b>	<b>\$75,136</b>
---------------------------	-----------------

Revised 2/11/20

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b> Total Cases of Open (Active) Straight CCS Children	5	4.10%
<b>OTLIPC -</b> Total Cases of Open (Active) OTLIPC Children	25	20.49%
<b>MEDI-CAL -</b> Total Cases of Open (Active) Medi-Cal (non-OTLIPC) Children	92	75.41%
<b>TOTAL CCS CASELOAD</b>	<b>122</b>	<b>100%</b>

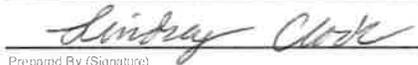
### CCS Administrative Baseline Budget Summary

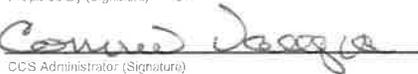
Fiscal Year: 2020-21

County: AMADOR

	Col 1 = Col 2+3+4	Straight CCS	OTLIPC	Medi-Cal (non-OTLIPC) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Category/Line Item	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLIPC) County/State/Fed (11.75/11.75/76.5)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
<b>I. Total Personnel Expense</b>	147,946	6,064	30,317	111,565	0	111,565
<b>II. Total Operating Expense</b>	13,950	571	2,858	10,520	0	10,520
<b>III. Total Capital Expense</b>	0	0	0	0		0
<b>IV. Total Indirect Expense</b>	36,986	1,516	7,579	27,891		27,891
<b>V. Total Other Expense</b>	500	20	102	377		377
<b>Budget Grand Total</b>	<b>199,382</b>	<b>8,171</b>	<b>40,856</b>	<b>150,353</b>	<b>0</b>	<b>150,353</b>

	Col 1 = Col 2+3+4	Straight CCS	OTLIPC	Medi-Cal (non-OTLIPC) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLIPC) County/State/Fed (11.75/11.75/76.5)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
<b>Straight CCS</b>						
State	4,085	4,085				
County	4,086	4,086				
<b>OTLIPC</b>						
State	4,801		4,801			
County	4,801		4,801			
Federal (Title XXI)	31,254		31,254			
<b>Medi-Cal</b>						
State	75,177			75,177	0	75,177
Federal (Title XIX)	75,176			75,176	0	75,176


Lindsey Clark  
Prepared By (Printed Name)  
lclark@amadorgov.org  
Email Address


Connie Vaccarezza  
CCS Administrator (Printed Name)  
cvaccarezza@amadorgov.org  
Email Address

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b> Total Cases of Open (Active) Straight CCS Children	5	4.10%
<b>OTLICP -</b> Total Cases of Open (Active) OTLICP Children	25	20.49%
<b>MEDI-CAL -</b> Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	92	75.41%
<b>TOTAL CCS CASELOAD</b>	<b>122</b>	<b>100%</b>

### CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2020-21

County: AMADOR

Column				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (11.75/11.75/76.5)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
<b>I. Personnel Expense</b>													
<b>Program Administration</b>													
1. Vaccarezza, Connie PHN	5.00%	123,529	6,176	4.10%	253	20.49%	1,266	75.41%	4,657			100.00%	4,657
3. Lindsey Clark, Fiscal Officer	10.00%	69,576	6,958	4.10%	285	20.49%	1,426	75.41%	5,247			100.00%	5,247
Subtotal		193,105	13,134		538		2,692		9,904				9,904
<b>Medical Case Management</b>													
1. Vaccarezza, Connie PHN	15.00%	123,529	18,529	4.10%	759	20.49%	3,797	75.41%	13,973	0.00%	0	100.00%	13,973
Subtotal		123,529	18,529		759		3,797		13,973		0		13,973
<b>Other Health Care Professionals</b>													
Subtotal		0	0		0		0		0		0		0
<b>Ancillary Support</b>													
1. Kasinger, Denise Administrative Technician	95.00%	54,865	52,122	4.10%	2,136	20.49%	10,681	75.41%	39,305			100.00%	39,305
2. Jackson, Donna Health Educator I	15.00%	81,971	12,296	4.10%	504	20.49%	2,520	75.41%	9,272			100.00%	9,272
Subtotal		136,836	64,418		2,640		13,201		48,577				48,577
<b>Clerical and Claims Support</b>													
Subtotal		0	0		0		0		0		0		0
Total Salaries and Wages			96,081	4.10%	3,938	20.49%	19,689	75.41%	72,454	0.00%	0	100.00%	72,454
Staff Benefits (Specify %)	53.98%		51,865	4.10%	2,126	20.49%	10,628	75.41%	39,111		0		39,111
<b>I. Total Personnel Expense</b>			147,946	4.10%	6,064	20.49%	30,317	75.41%	111,565		0		111,565
<b>II. Operating Expense</b>													
1. Travel			200	4.10%	8	20.49%	41	75.41%	151	0.00%	0	100.00%	151
2. Training			500	4.10%	20	20.49%	102	75.41%	377	0.00%	0	100.00%	377
3. Communications			750	4.10%	31	20.49%	154	75.41%	566			100.00%	566
4. Office Expense, postage			1,500	4.10%	61	20.49%	307	75.41%	1,131			100.00%	1,131
5. Rent			8,000	4.10%	328	20.49%	1,639	75.41%	6,033			100.00%	6,033
6. Utilities			3,000	4.10%	123	20.49%	615	75.41%	2,262			100.00%	2,262
<b>II. Total Operating Expense</b>			13,950		571		2,858		10,520		0		10,520
<b>III. Capital Expense</b>													
<b>III. Total Capital Expense</b>			0		0		0		0				0
<b>IV. Indirect Expense</b>													
1. Indirect Cost Rate	25.00%		36,986	4.10%	1,516	20.49%	7,579	75.41%	27,891			100.00%	27,891

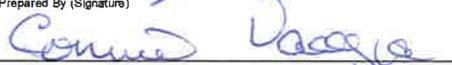
CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b> Total Cases of Open (Active) Straight CCS Children	5	4.10%
<b>OTLCP -</b> Total Cases of Open (Active) OTLCP Children	25	20.49%
<b>MEDI-CAL -</b> Total Cases of Open (Active) Medi-Cal (non-OTLCP) Children	92	75.41%
<b>TOTAL CCS CASELOAD</b>	<b>122</b>	<b>100%</b>

### CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2020-21

County: AMADOR

Column				Straight CCS		Optional Targeted Low Income Children's Program (OTLCP)		Medi-Cal (Non-OTLCP)					
	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLCP) Co/State/Fed (11.75/11.75/76.5)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
			0	4.10%	0	20.49%	0	75.41%	0			100.00%	0
<b>IV. Total Indirect Expense</b>			36,986		1,515		7,579		27,891				27,891
<b>V. Other Expense</b>													
1 Maintenance & Transportation			500	4.10%	20	20.49%	102	75.41%	377			100.00%	377
<b>V. Total Other Expense</b>			500		20		102		377				377
<b>Budget Grand Total</b>			199,382		8,171		40,856		150,353		0		150,353

	Lindsey Clark	10/9/2020	209-223-6696
Prepared By (Signature)	Prepared By (Printed Name)	Date Prepared	Phone Number
	Connie Vaccarezza	10-30-2020	209-223-6677
CCS Administrator (Signature)	CCS Administrator (Printed Name)	Date Signed	Phone Number

**Children’s Medical Services – Amador County  
CCS Administrative Budget Justification - FY 2020-2021**

**LINE ITEM JUSTIFICATIONS:**

**I. Personnel Expense**

<i>Program Administration</i>	<b>Salary</b>	<b>Program %</b>
5% CCS Administrator	\$123,529	\$6,176
10% Finance & Admin Supervisor	\$69,576	\$6,958
<i>Medical Case Management</i>		
15% PHN	\$123,529	\$18,529
<i>Ancillary Support</i>		
95% Administrative Technician	\$54,865	\$52,122
15% Health Educator I	\$81,971	\$12,296
		<b>\$96,081</b>
	Benefits (53.98% of Salary)	\$51,864
	<b>Total Personnel Expenses</b>	<b>\$147,945</b>

**II. Operating Expenses**

Travel:		
Mileage to and from client-related activities - Direct Charges		\$200
Training:		
Training/meeting expenditures - Direct Charges		\$500
Communication:		
CCS percentage based on program FTEs, tracked by the Maxime Accounting Program		\$750
Office Expenses:		
Office supplies and postage - CCS percentage based on program FTEs, tracked by the Maxime Accounting Program as well as some direct charges		\$1,500
Rent:		
CCS rent is based on 242.43 square feet @ \$2.75 per square foot per month = \$666.67 x12		\$8,000
Utilities:		
CCS percentage based on program FTEs, tracked by the Maxime Accounting Program		\$3,000
	<b>Total Operating Expenses</b>	<b>\$13,950</b>

**III. Capital Expense**

\$0

**IV. Indirect Expense**

External – CDPH approved ICR of 25%, Salary & Benefits

**Total Indirect Expenses** **\$36,986**

**V. Other Expenses**

Maintenance & Transportation:	\$500
Reimbursements to families for travel, lodging, and meals incurred while obtaining CCS authorized services	

**Total Other Expenses** **\$500**

**BUDGET GRAND TOTAL** **\$199,382**



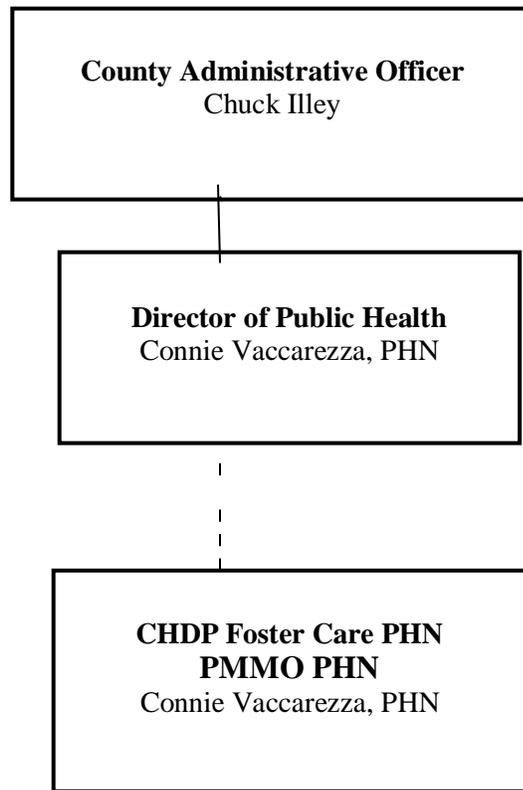
Department of Health Care Services  
 Integrated Systems of Care Division  
 Health Care Program for Children in Foster Care  
 Plan and Budgets Required Checklist



County-City Name:		Amador County	Fiscal Year:	2020-2021
<input checked="" type="checkbox"/>	A	HCPCFC Incumbent List. Please submit only one list.		
<input checked="" type="checkbox"/>	B	HCPCFC Organizational Chart		
<input type="checkbox"/>	C	HCPCFC Budgets		
<input checked="" type="checkbox"/>	1	Base		
		<input checked="" type="checkbox"/>	Budget Summary	
		<input checked="" type="checkbox"/>	Budget Worksheet	
		<input checked="" type="checkbox"/>	Budget Justification Narrative	
<input checked="" type="checkbox"/>	2	Psychotropic Medication Monitoring & Oversight (PMM&O)		
		<input checked="" type="checkbox"/>	Budget Summary	
		<input checked="" type="checkbox"/>	Budget Worksheet	
		<input checked="" type="checkbox"/>	Budget Justification Narrative	
<input type="checkbox"/>	3	Caseload Relief		
		<input type="checkbox"/>	Budget Summary	
		<input type="checkbox"/>	Budget Worksheet	
		<input type="checkbox"/>	Budget Justification Narrative	
<input type="checkbox"/>	4	Optional County-City/Federal Match		
		<input type="checkbox"/>	Budget Summary	
		<input type="checkbox"/>	Budget Worksheet	
		<input type="checkbox"/>	Budget Justification Narrative	
<input type="checkbox"/>	D	Civil Service Classification Statements for all HCPCFC Staff		
		<input checked="" type="checkbox"/>	Base	
		<input checked="" type="checkbox"/>	PMM&O	
		<input type="checkbox"/>	Caseload Relief	
		<input type="checkbox"/>	County-City/Federal Match	
<input type="checkbox"/>	E	Duty Statements for all HCPCFC staff		
		<input checked="" type="checkbox"/>	Base	
		<input checked="" type="checkbox"/>	PMM&O	
		<input type="checkbox"/>	Caseload Relief	
		<input type="checkbox"/>	County-City/Federal Match	



# Health Care Program for Children in Foster Care & HCPCFC Psychotropic Organizational Chart Amador County





Department of Health Care Services  
 Integrated Systems of Care Division  
 Health Care Program for Children in Foster Care  
 State/Federal  
 Budget Summary



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief): Base

County-City Name: Amador County Fiscal Year: 2020-2021

Category/Line Item	Total Budget	Enhanced State/Federal (25/75)	Non-Enhanced State/Federal (50/50)
A	(B = C + D)	C	D
I Total Personnel Expenses	\$27,519	\$24,766	\$2,753
II Total Operating Expenses	\$0	\$0	\$0
III Total Capital Expenses			
IV Total Indirect Expenses	\$6,880		\$6,880
V Total Other Expenses			
<b>Budget Grand Total</b>	<b>\$34,399</b>	<b>\$24,766</b>	<b>\$9,633</b>

Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Non-Enhanced State/Federal (50/50)
E	(F = G + H)	G	H
State Funds	\$11,007	\$6,191	\$4,816
Federal Funds (Title XIX)	\$23,392	\$18,575	\$4,817
<b>Budget Grand Total</b>	<b>\$34,399</b>	<b>\$24,766</b>	<b>\$9,633</b>

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Department of Health Care Services  
 Integrated Systems of Care Division  
 Health Care Program for Children in Foster Care  
 State/Federal  
 Budget Worksheet



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief): Base

County-City Name: Amador County Fiscal Year: 2020-2021

Column					1A	1B	1	2A	2	3A	3
Category/Line Item					% FTE	Annual Salary	Total Budget	% FTE	Enhanced State/Federal (25/75)	% FTE	Non-Enhanced State/Federal (50/50)
<b>I. Personnel Expenses</b>											
#	Last	First	Title	PHN (Y/N)							
1	Vaccarezza	Connie	HCPCFC PHN	Y	15.00%	\$135,882	\$20,382.30	90.00%	\$18,344	10.00%	\$2,038
2						\$0	\$0.00		\$0	100.00%	\$0
3						\$0	\$0.00		\$0	100.00%	\$0
4						\$0	\$0.00		\$0	100.00%	\$0
5						\$0	\$0.00		\$0	100.00%	\$0
6						\$0	\$0.00		\$0	100.00%	\$0
7						\$0	\$0.00		\$0	100.00%	\$0
8						\$0	\$0.00		\$0	100.00%	\$0
9						\$0	\$0.00		\$0	100.00%	\$0
10						\$0	\$0.00		\$0	100.00%	\$0
11						\$0	\$0.00		\$0	100.00%	\$0
12						\$0	\$0.00		\$0	100.00%	\$0
13						\$0	\$0.00		\$0	100.00%	\$0
14						\$0	\$0.00		\$0	100.00%	\$0
15						\$0	\$0.00		\$0	100.00%	\$0
16						\$0	\$0.00		\$0	100.00%	\$0
17						\$0	\$0.00		\$0	100.00%	\$0
18						\$0	\$0.00		\$0	100.00%	\$0
19						\$0	\$0.00		\$0	100.00%	\$0
20						\$0	\$0.00		\$0	100.00%	\$0
Total Number of PHN Staff					1						
Total FTE PHN Staff					0.15%			90.00%		10.00%	
Total Salaries and Wages							\$20,383		\$18,345		\$2,039
Less Salary Savings							\$0		\$0		\$0
Net Salaries and Wages							\$20,383		\$18,345		\$2,039
Staff Benefits (Specify %)					35.00%		\$7,135		\$6,421		\$714
<b>I. Total Personnel Expenses</b>							<b>\$27,519</b>		<b>\$24,766</b>		<b>\$2,753</b>
<b>II. Operating Expenses</b>											
1	Travel			\$0			\$0	0.00%	\$0	100.00%	\$0
2	Training			\$0			\$0	0.00%	\$0	100.00%	\$0
<b>II. Total Operating Expenses</b>							<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>III. Capital Expenses</b>											
<b>III. Total Capital Expenses</b>											
<b>IV. Indirect Expenses</b>											
1	Internal (Specify %)			25.00%			\$6,880				\$6,880
2	External										
<b>IV. Total Indirect Expenses</b>							<b>\$6,880</b>				<b>\$6,880</b>
<b>V. Other Expenses</b>											
<b>V. Total Other Expenses</b>											
<b>Budget Grand Total</b>							<b>\$34,399</b>		<b>\$24,766</b>		<b>\$9,633</b>

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**HEALTHCARE PROGRAM FOR CHILDREN IN FOSTER CARE (HCPCFC)  
AMADOR COUNTY**

**FISCAL YEAR 2020-2021**

**LINE ITEM JUSTIFICATIONS:**

**I. PERSONNEL EXPENSES**

	<b>Salary</b>	<b>Program %</b>
15% Program Administrator	\$135,882	\$20,383.00
Total Program Salary		\$20,383
Actual Program Benefits		<u>\$7,135</u>
<b>Total Personnel Expenses</b>		<b>\$27,519</b>

*Total Personnel has increased due to salary increases.*

**II. OPERATING EXPENSES**

TRAVEL

Travel costs for mileage, motel and meals.

\$0

TRAINING

Conferences, registration

\$0

**Total Operating Expense:**

**\$0**

**III. Capital Expenses**

\$0

**IV. INDIRECT EXPENSES**

CDPH Approved Indirect Cost Rate  
25% of Salary/Benefits

**Total Indirect Expense:**

**\$6,880**

**V. Other Expenses**

\$0

**Budget Grand Total**

**\$34,399**



Department of Health Care Services  
 Integrated Systems of Care Division  
 Health Care Program for Children in Foster Care  
 State/Federal  
 Budget Summary



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief): PMM&O

County-City Name: Amador County Fiscal Year: 2020-2021

Category/Line Item	Total Budget	Enhanced State/Federal (25/75)	Non-Enhanced State/Federal (50/50)
A	(B = C + D)	C	D
I Total Personnel Expenses	\$11,009	\$9,907	\$1,102
II Total Operating Expenses	\$0	\$0	\$0
III Total Capital Expenses			
IV Total Indirect Expenses	\$2,753		\$2,753
V Total Other Expenses			
Budget Grand Total	\$13,762	\$9,907	\$3,855

Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Non-Enhanced State/Federal (50/50)
E	(F = G + H)	G	H
State Funds	\$4,403	\$2,476	\$1,927
Federal Funds (Title XIX)	\$9,359	\$7,431	\$1,928
Budget Grand Total	\$13,762	\$9,907	\$3,855

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Department of Health Care Services  
 Integrated Systems of Care Division  
 Health Care Program for Children in Foster Care  
 State/Federal  
 Budget Worksheet



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief): PMM&O

County-City Name: Fiscal Year: 2020-2021

Column					1A	1B	1	2A	2	3A	3
Category/Line Item					% FTE	Annual Salary	Total Budget	% FTE	Enhanced State/Federal (25/75)	% FTE	Non-Enhanced State/Federal (50/50)
<b>I. Personnel Expenses</b>											
#	Last	First	Title	PHN (Y/N)							
1	Vaccarezza	Connie	PMM&O PHN	Y	6.00%	\$135,882	\$8,152.92	90.00%	\$7,338	10.00%	\$815
2						\$0	\$0.00		\$0	100.00%	\$0
3						\$0	\$0.00		\$0	100.00%	\$0
4						\$0	\$0.00		\$0	100.00%	\$0
5						\$0	\$0.00		\$0	100.00%	\$0
6						\$0	\$0.00		\$0	100.00%	\$0
7						\$0	\$0.00		\$0	100.00%	\$0
8						\$0	\$0.00		\$0	100.00%	\$0
9						\$0	\$0.00		\$0	100.00%	\$0
10						\$0	\$0.00		\$0	100.00%	\$0
11						\$0	\$0.00		\$0	100.00%	\$0
12						\$0	\$0.00		\$0	100.00%	\$0
13						\$0	\$0.00		\$0	100.00%	\$0
14						\$0	\$0.00		\$0	100.00%	\$0
15						\$0	\$0.00		\$0	100.00%	\$0
16						\$0	\$0.00		\$0	100.00%	\$0
17						\$0	\$0.00		\$0	100.00%	\$0
18						\$0	\$0.00		\$0	100.00%	\$0
19						\$0	\$0.00		\$0	100.00%	\$0
20						\$0	\$0.00		\$0	100.00%	\$0
Total Number of PHN Staff				1							
Total FTE PHN Staff					0.06%			90.00%		10.00%	
Total Salaries and Wages							\$8,153		\$7,338		\$816
Less Salary Savings							\$0		\$0		\$0
Net Salaries and Wages							\$8,153		\$7,338		\$816
Staff Benefits (Specify %)					35.00%		\$2,854		\$2,569		\$286
<b>I. Total Personnel Expenses</b>							<b>\$11,009</b>		<b>\$9,907</b>		<b>\$1,102</b>
<b>II. Operating Expenses</b>											
1 Travel					\$0		\$0	0.00%	\$0	100.00%	\$0
2 Training					\$0		\$0	0.00%	\$0	100.00%	\$0
<b>II. Total Operating Expenses</b>							<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>III. Capital Expenses</b>											
<b>III. Total Capital Expenses</b>											
<b>IV. Indirect Expenses</b>											
1 Internal (Specify %)					25.00%		\$2,753				\$2,753
2 External											
<b>IV. Total Indirect Expenses</b>							<b>\$2,753</b>				<b>\$2,753</b>
<b>V. Other Expenses</b>											
<b>V. Total Other Expenses</b>											
<b>Budget Grand Total</b>							<b>\$13,762</b>		<b>\$9,907</b>		<b>\$3,855</b>

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**HPCFC Psychotropic Medication Monitoring & Oversight (PMM&O)**  
**AMADOR COUNTY**  
**FISCAL YEAR 2020-2021**

**LINE ITEM JUSTIFICATIONS:**

**I. PERSONNEL EXPENSES**

	<b>Salary</b>	<b>Program %</b>
6% Program Administrator	\$135,882	\$8,153
Program Benefits		<u>\$2,854</u>
<b>Total Personnel Expenses</b>		<b>\$11,009</b>

**II. OPERATING EXPENSES**

<u>TRAVEL</u> Travel costs for mileage, motel and meals.	\$0
<u>TRAINING</u> Conferences, registration	\$0
<b>Total Operating Expense:</b>	<b>\$0</b>

**III. Capital Expenses** \$0

**IV. INDIRECT EXPENSES**

CDPH Approved Indirect Cost Rate 25% of Salary/Benefits	
<b>Total Indirect Expense:</b>	<b>\$2,753</b>

**V. Other Expenses** \$0

**Budget Grand Total** **\$13,762**

## FINANCE AND ADMINISTRATION SUPERVISOR

### DEFINITION

Under direction, assumes responsibility for finance and administrative operations within an assigned department or unit; prepares and monitors the department's or unit's annual budget; performs cost accounting and grant program administration; plans, organizes, directs, coordinates, supervises and evaluates the work of clerical, secretarial and fiscal staff; performs a variety of difficult, complex, and specialized office support, information gathering, information preparation; and performs related duties as required.

### REPORTS TO

Higher level management staff.

### CLASSIFICATIONS SUPERVISED

This classification exercises direct supervision over secretarial, fiscal and clerical staff.

### EXAMPLES OF DUTIES

*The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.*

Assumes responsibility for finance and administrative operations within an assigned department or unit; serves as primary financial and administrative staff support person for the department head or major unit administrator, in an agency with several major units; performs a wide variety of specialized fiscal and administrative assignments; develops policies and procedures in assigned area; establishes and maintains internal administrative and accounting controls for the department or unit; performs cost accounting and cost allocations for assigned operations and budget; assumes responsibility for budget development by attending budget workshops; compiles information; reviews revenue reports; develops and enters line item details; gathers supporting documentation for budget changes and new requests; conducts a review with department management, the CAO and Auditor; compiles and creates budget modification requests, maintains and tracks a variety of fiscal and budget control documents and reports; performs grant administration duties, identifies grant opportunities, completes applications, compiles budgets and monitors grant activities to ensure compliance with program fiscal and operational requirements; reviews bills for payment; posts paid claims and reconciles with Auditor's budget reports; monitors and balances petty cash; provides comprehensive information about policies, programs, functions, and procedures; maintains and tracks a variety of fiscal and budget control journals, documents, and reports; prepares and submits activity reports and reports required by other government agencies; maintains and submits payroll documents and records; establishes, and updates information retrieval systems; develops and implements revisions to management systems; prepares purchasing documents and facilitates

## FINANCE AND ADMINISTRATION SUPERVISOR - 3

- Perform a wide variety of complex and specialized fiscal and administrative support work for an assigned department or major unit.
- Perform general accounting duties in assigned department or unit.
- Supervise, train, and evaluate the work of assigned staff.
- Delegate assignments to lower level staff.
- Develop and implement financial controls and administrative processes in assigned department or unit.
- Interpret, explain, and apply a variety of County and department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the department or unit budget.
- Gather, organize, analyze, and present a variety of financial and administrative data and information.
- Prepare, clear, concise and accurate financial and administrative records and reports.
- Use a personal computer and appropriate software for word processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Understand and carry out oral and written directions.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

**Training and Experience:** *Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

**Education:** Equivalent to an Associate's Degree in accounting, finance, business administration or related field. A Bachelor's Degree is highly desirable.

**Experience:** Five (5) years of increasingly responsible experience performing a variety of technical financial and administrative program work, with at least one (1) year in a supervisory position.

**Special Requirements:** Possession of an appropriate, current, and valid California Driver's License issued by the Department of Motor Vehicles.

**PUBLIC HEALTH NURSE II**

**DEFINITION**

Under direction, plans, conducts and participates in a variety of public health clinics and services that support the County's public health programs; provides nursing, educational and health counseling services in connection with family planning, the control and prevention of disease, and adverse health conditions; and performs related duties as required.

**DISTINGUISHING CHARACTERISTICS**

This is the journey level classification in the Public Health Nurse series. This classification is distinguished from the Public Health Nurse I in that incumbents at this level are responsible for independently performing the full range of assigned duties.

**REPORTS TO**

Higher level management or supervisory staff.

**CLASSIFICATIONS SUPERVISED**

This classification does not exercise supervision over staff.

**EXAMPLES OF DUTIES**

*The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.*

Performs a variety of professional nursing duties in support of the County's public health programs; nursing areas may include, but are not limited to clinics, family planning, disease control and prevention, and counseling services; conducts physical examinations; diagnoses and treats (by protocol) certain diseases; investigates and interviews patients and acts to obtain treatment for ill patients; searches for unreported or missed cases of communicable diseases and gives instructions in their prevention and care; assists with the operations of clinics and satellite immunization sites assessing and providing immunizations and family planning services; serves as a patient advocate to assist patients with attaining optimal health care; coordinates health care between patients and care providers; assesses, screens, and provides intervention strategies to high-risk individuals and families in clinics and home visits; instructs parents on child safety, growth, and development and screens for signs of abuse, poor nutrition and failure to thrive; reports abuse of children, elderly or the disabled; acts as "on-call" nurse to receive referrals and provide information; provides case management to

## **PUBLIC HEALTH NURSE II - 2**

patients with pulmonary tuberculosis which includes coordination with their physician, monitoring compliance in treatment; screens for tuberculosis by giving and reading skin tests, providing medications and education; participates in patient meetings for "special needs" children; functions in an outreach and education capacity by giving presentations to the public on special health concerns such as AIDS or child health issues; documents treatment given and medications in patients' charts; keeps statistics on a variety of communicable diseases; teaches prenatal care to expectant mothers; works cooperatively with County departments, state and federal agencies and community groups on local health issues; provides education counseling and screening for AIDS; draws blood samples to determine deficiencies or assist with disease diagnosis; makes home visits; meets with health care providers to recruit their participation in health programs; participates in family planning and other department programs; may function as Deputy Director for CHDP program; may work in California Children's Service, Maternal Child Health, Child Health and Disability Programs, or other special programs; participates in Targeted Case Management (TCM) and Medi-Cal Administration Activity (MAA) services.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machine.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office or clinic environment or in private home setting; exposure to communicable diseases; continuous contact with staff and the public. Incumbents may be required to drive to remote areas of the County in all weather conditions.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Principles, methods, and procedures of general nursing and public health nursing.
- Operations services and activities of a comprehensive public health system.
- Federal, State and local laws governing the provision of public health services.
- Public health issues and problems.
- Causes, means of transmission, and methods of control of communicable diseases, including venereal disease, AIDS, and tuberculosis.
- Means of promoting child and maternal health and public health programs.
- Sociological and cultural problems involved in public health nursing.
- Community resources and demographics.
- Principles of public health education.
- State laws relating to reporting Child/Adult abuse.

## **PUBLIC HEALTH NURSE II - 3**

- Reproductive physiology and child development.
- Human anatomy
- Operations, services and activities of a clinic setting.
- Applicable state and federal guidelines and regulations.

### **Ability to:**

- Provide professional nursing support in assigned program areas.
- Educate and work with patients and their families.
- Read and understand medical information.
- Assess the physical conditions of patients.
- Make oral presentations to local community groups and health care providers.
- Investigate adverse health situations and recommend solutions.
- Maintain confidentiality of material.
- Coordinate assigned activities with community organizations and other government agencies.
- Interview patients and families to gather medical history.
- Draw blood samples.
- Determine appropriate resources for clients and make referral to those agencies.
- Work responsibly with physicians and other members of the medical team.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Understand and carry out oral and written directions.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

### **Training and Experience:**

*Any combination of training which would likely provide the required knowledge and experience is qualifying.  
A typical way to obtain the required knowledge and abilities would be:*

#### **Education**

Bachelor's degree in nursing from an accredited college or university and completion of an approved public health nursing program.

-or-

Graduation from an accredited Nursing Program with a minimum of 5 years experience providing nursing services in public health programs, clinics or hospital settings serving high risk populations.

## **PUBLIC HEALTH NURSE II - 4**

### Special Requirements

Possession of a valid license as a Registered Nurse in California and preferably a Certificate as a Public Health Nurse issued by the California State Board of Registered Nursing.

Possession of an appropriate, current, and valid California Driver's License issued by the California Department of Motor Vehicles.

## FISCAL OFFICER

### DEFINITION

Under direction of the Department Director, the Fiscal Officer assumes responsibility for fiscal management and auditing of diverse programmatic functions and of the complex, multi-source, Department budget(s). The incumbent prepares the annual budget(s) and monitors the monthly revenue and spending patterns of the Department. This position supports management with productivity and fiscal reports; performs cost accounting and/or oversees preparation of cost reports; develops financial specifications for RFP's, and negotiates and assists in monitoring contracts. Furthermore, the Fiscal Officer oversees the management of information systems in conjunction with the IT Department. The position supervises and evaluates the work of the fiscal and administrative staff within the Department. The incumbent may also serve as a resource to other departments by helping to coordinate and evaluate financial operations.

### REPORTS TO

Department Director

### CLASSIFICATIONS SUPERVISED

This classification exercises direct supervision over fiscal and administrative staff.

### EXAMPLES OF DUTIES

- Assumes responsibility for fiscal operations of the Department.
- Develops fiscal policies and procedures for the Department and insures they are consistent with County policies.
- Establishes and maintains internal accounting controls for the Department.
- Performs cost accounting, cost allocations, and cost reports for covered programs and departments.
- Prepares the annual Department budget(s) in collaboration with the Department Director; monitors the budget(s) on a monthly basis and keeps the Department Director informed on the status of revenue and expenses.
- Prepares deposits from permit receipts, tracking revenues and posting revenue to appropriate accounts.
- Gathers supporting documentation for budget changes and new requests.
- Responsible for preparation of department payroll.
- Serves as a liaison for the Department with other organizations and outside agencies related to funding and fiscal matters.
- Serves as department liaison with the County Auditor's Office, Outside Auditors, State Auditors and Federal Auditors.

## **FISCAL OFFICER– 2**

- Oversees the accounts payable, cash management, budget modification, special funding reimbursement programs, invoicing, and financial assessment processes.
- Assists the Department Director in negotiating and preparing Requests for Proposals, contracts, and contract amendments.
- Performs Department grant administration duties, identifies grant opportunities, completes applications, compiles budgets and monitors grant activities to ensure compliance with program fiscal and operational requirements.
- Prepares and submits activity reports and reports required by other government agencies.
- Maintains, prepares, and submits payroll documents and records.
- Oversees the information management activities in the Department; serves as department liaison on new technology issues and projects.
- Prepares purchasing documents and facilitates purchasing procedures for the department or unit.
- Prepares various management reports to assist in making operational decisions re: productivity, budget, etc.
- Composes and compiles correspondence, informational material, and documents.
- Operates computers to maintain and update files and databases; generates computer reports.
- Assumes responsibility for day-to-day office administrative work, functions, and services through scheduling and coordinating Department staff under assigned direct supervision.
- Performs related duties as required.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and fax machines.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; contact with staff and the public.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- County policies, rules, and regulations.
- Operations, services, rules, policies, and procedures of the Department.
- Applicable state guidelines and regulations relating to the operations and management of the Department.

### FISCAL OFFICER – 3

- Principles and practices of budget development administration and control.
- Principles and practices of grant development and administration.
- Fiscal analysis and statistical techniques.
- Software applications related to fiscal work.
- Methods and techniques of establishing and maintaining filing and information retrieval systems.
- Purchasing methods and procedures.
- Principles and practices of account and statistical recordkeeping.
- Personnel Principles of supervision, training, and performance evaluation.
- Principles and practices, rules and regulations of general accounting.
- Rules on confidentiality of records and file maintenance.
- Methods and techniques of preparing financial reports, statements and records.
- Methods and techniques of evaluating and auditing programs.

#### Ability to:

- Perform a wide variety of complex and specialized fiscal support work for a major county department.
- Perform governmental cost accounting and budgeting duties.
- Supervise, train, and evaluate the work of assigned staff.
- Delegate assignments to lower level staff.
- Develop and implement financial controls and administrative processes.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department's fiscal operations.
- Gather, organize, analyze, and present a variety of financial data and information. Be able to communicate the information to the Director, special committees and the other interested parties.
- Prepare, clear, concise and accurate financial records and reports.
- Use a personal computer and appropriate software for word processing, recordkeeping, and fiscal functions.
- Effectively represent the County and the Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Understand and carry out oral and written directions.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

Training and Experience: Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:

**FISCAL OFFICER - 4**

Education:

A Bachelor's Degree in accounting, finance, business administration, or related field.

Substitution for Education: Two additional years of experience of the type noted below may be substituted on a year for year basis for the required Bachelor's Degree.

Experience:

Three (3) years of increasingly responsible experience performing a variety of complex fiscal duties and administrative office technical support responsibilities, including at least one (1) year in a supervisory position-

Two years of the required experience is preferred in the area of government accounting or a closely related field.

Special Requirements:

Possession of an appropriate, current, and valid California Driver's License issued by the Department of Motor Vehicles.

*Lindsey Clark*  
Lindsey Clark

10-14-2020  
Date

**PUBLIC HEALTH NURSE II**

**DEFINITION**

Under direction, plans, conducts and participates in a variety of public health clinics and services that support the County's public health programs; provides nursing, educational and health counseling services in connection with family planning, the control and prevention of disease, and adverse health conditions; and performs related duties as required.

**DISTINGUISHING CHARACTERISTICS**

This is the journey level classification in the Public Health Nurse series. This classification is distinguished from the Public Health Nurse I in that incumbents at this level are responsible for independently performing the full range of assigned duties.

**REPORTS TO**

Higher level management or supervisory staff.

**CLASSIFICATIONS SUPERVISED**

This classification does not exercise supervision over staff.

**EXAMPLES OF DUTIES**

*The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.*

Performs a variety of professional nursing duties in support of the County's public health programs; nursing areas may include, but are not limited to clinics, family planning, disease control and prevention, and counseling services; conducts physical examinations; diagnoses and treats (by protocol) certain diseases; investigates and interviews patients and acts to obtain treatment for ill patients; searches for unreported or missed cases of communicable diseases and gives instructions in their prevention and care; assists with the operations of clinics and satellite immunization sites assessing and providing immunizations and family planning services; serves as a patient advocate to assist patients with attaining optimal health care; coordinates health care between patients and care providers; assesses, screens, and provides intervention strategies to high-risk individuals and families in clinics and home visits; instructs parents on child safety, growth, and development and screens for signs of abuse, poor nutrition and failure to thrive; reports abuse of children, elderly or the disabled; acts as "on-call" nurse to receive referrals and provide information; provides case management to

## **PUBLIC HEALTH NURSE II - 2**

patients with pulmonary tuberculosis which includes coordination with their physician, monitoring compliance in treatment; screens for tuberculosis by giving and reading skin tests, providing medications and education; participates in patient meetings for "special needs" children; functions in an outreach and education capacity by giving presentations to the public on special health concerns such as AIDS or child health issues; documents treatment given and medications in patients' charts; keeps statistics on a variety of communicable diseases; teaches prenatal care to expectant mothers; works cooperatively with County departments, state and federal agencies and community groups on local health issues; provides education counseling and screening for AIDS; draws blood samples to determine deficiencies or assist with disease diagnosis; makes home visits; meets with health care providers to recruit their participation in health programs; participates in family planning and other department programs; may function as Deputy Director for CHDP program; may work in California Children's Service, Maternal Child Health, Child Health and Disability Programs, or other special programs; participates in Targeted Case Management (TCM) and Medi-Cal Administration Activity (MAA) services.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machine.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office or clinic environment or in private home setting; exposure to communicable diseases; continuous contact with staff and the public. Incumbents may be required to drive to remote areas of the County in all weather conditions.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Principles, methods, and procedures of general nursing and public health nursing.
- Operations services and activities of a comprehensive public health system.
- Federal, State and local laws governing the provision of public health services.
- Public health issues and problems.
- Causes, means of transmission, and methods of control of communicable diseases, including venereal disease, AIDS, and tuberculosis.
- Means of promoting child and maternal health and public health programs.
- Sociological and cultural problems involved in public health nursing.
- Community resources and demographics.
- Principles of public health education.
- State laws relating to reporting Child/Adult abuse.

## **PUBLIC HEALTH NURSE II - 3**

- Reproductive physiology and child development.
- Human anatomy
- Operations, services and activities of a clinic setting.
- Applicable state and federal guidelines and regulations.

### **Ability to:**

- Provide professional nursing support in assigned program areas.
- Educate and work with patients and their families.
- Read and understand medical information.
- Assess the physical conditions of patients.
- Make oral presentations to local community groups and health care providers.
- Investigate adverse health situations and recommend solutions.
- Maintain confidentiality of material.
- Coordinate assigned activities with community organizations and other government agencies.
- Interview patients and families to gather medical history.
- Draw blood samples.
- Determine appropriate resources for clients and make referral to those agencies.
- Work responsibly with physicians and other members of the medical team.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Understand and carry out oral and written directions.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

### **Training and Experience:**

*Any combination of training which would likely provide the required knowledge and experience is qualifying.  
A typical way to obtain the required knowledge and abilities would be:*

#### **Education**

Bachelor's degree in nursing from an accredited college or university and completion of an approved public health nursing program.

-or-

Graduation from an accredited Nursing Program with a minimum of 5 years experience providing nursing services in public health programs, clinics or hospital settings serving high risk populations.

## **PUBLIC HEALTH NURSE II - 4**

### Special Requirements

Possession of a valid license as a Registered Nurse in California and preferably a Certificate as a Public Health Nurse issued by the California State Board of Registered Nursing.

Possession of an appropriate, current, and valid California Driver's License issued by the California Department of Motor Vehicles.

**Amador County  
Fiscal and Admin Supervisor Duty Statement  
Non-SPMP**

*This position works under the direction of the Director of Public Health*

*Duties may include:*

**County Budget**

Build yearly MCAH program and grant budgets

Maintain Maxime Accounting Program

Balance Maxime program to County Auditor's accounts

Maintain personnel costs for all programs invoiced for MCAH and grant programs

Baby Welcome Program (BWW), IAP, HIV/AIDS, MAA, TCM, MCH/(portions of BWW enhanced through this state budget), CHDP, Foster Care, CCS (includes Admin, Therapy, Diagnostic, Treatment)

Maintain revenue records, tracking receipt of expected invoiced dollars.

**State Budgets**

Build yearly budgets for MCH, CHDP, Foster Care/PPMO Program, CCS, MCH includes Baby Welcome Wagon. CCS includes Admin, Treatment, Diagnostic, Therapy, Healthy Families.

Cost Report for MAA/TCM

Cost Report for TRAC

Mid-year report for MCH

**Supplemental**

Supplemental invoices as needed

**State Budget Revisions**

Budget revisions as needed for any or all of the above mentioned budgets to include the revising related to the breakdown of time studied hours related to enhanced / non-enhanced dollars.

FFP knowledge required

**FFP (Federal Financial Participation)**

Knowledge of the FFP requirements in relationship to each program;

Understanding the relationship between SPMP versus non SPMP with regard to time studies;

Collection of time studies quarterly-review for accuracy, completion and balance;

Complete FFP reports for each employee after adjusting Medi-Cal factor yearly (for CCS and MAA/TCM quarterly)

Breakdown FFP report for Summary by salary and benefits into % of time in each program worked

Take collected information from FFP Summary and separate into each program to be invoiced:

MCH, Baby Welcome Wagon, CHDP, FC, MAA, and CCS, including Admin, Case Management, Diagnostic, Treatment, and Therapy

Breakdown quarterly salary for % time and expenses reimbursed by Federal dollars for enhanced time

State and Federal dollars for non-enhanced time and State/County dollars for not matched time

**Programs Invoiced Quarterly**

MCH-includes: CPSP and SIDS;CHDP-HCPCFC; CCS-includes Admin, Case Management, Therapy, Diagnosis, Treatment; MAA-provide all needed personnel and operating expenses for invoicing to appropriate fiscal agent; TCM-online invoicing of Targeted Case Management encounters for Public Health

MCH invoice: From FFP Summary, divide salary and benefits for personnel performing MCH activities. This includes MCH, CPSP. Collect total MCH salaries by enhanced, non-enhanced and not-matched dollars. Collect all related operating expenses, breaking down by enhanced and non-enhanced %, including A87 and cost allocation. Electronic invoicing required, along with mailing original invoice with appropriate signatures, copy on floppy and copies of FFP summary for each participating staff. Cover letter required.

Baby Welcome Wagon is being blended into MCH budget for purpose of enhancing dollars. All funds to be tracked separately

Maintain audit file

CHDP invoice: From FFP summary, divide salary and benefits (combined) for personnel performing CHDP activities. Collect total CHDP salary by enhanced, non-enhanced and not matched

All related expenses are invoiced, including A87 and cost allocation.

Collect appropriate signatures, copy for our audit file, attach cover letter and mail

Maintain audit file

CCS Invoice:

Administration claims--gather all appropriate FFP information, breaking down salary and benefits for participating staff. Invoice for enhanced and non-enhanced, not matched per actual case load per quarter. Include operating expenses, indirect and "other" which allows for maintenance and transportation for CCS families

Diagnostic and Treatment claims- are based on the MR-940 state report

Therapy claim- is a reflection of the MR-940 report against the county cost of the physical therapist

SELPA/LA recoups the remaining 50% of the therapist salary.

Maintain audit file

Foster Care/PPMP/Augmented Caseload Invoicing:

Take applicable FFP summary information for PHN II

Invoiced by enhanced and non-enhanced time

Expenses allowed for travel and training only

A87 and cost allocation also allowed

Maintain audit file

MAA Invoicing:

Detailed invoicing process, involving knowledge of time study, separate form other programs, and Medi-Cal population percentages,

Maintain audit file, requires secondary documentation

Participate/conduct yearly MAA Time Survey trainings

TCM Invoicing:

Can invoice as needed throughout the quarter by electronic submission

Collect appropriate signatures in [blue ink](#) and mail to state with corresponding cover letter.

Complete yearly TCM Cost Report

All of the above listed programs are invoiced using different criteria, with specific rules and regulations. Requirements include knowledge of and reference to policy and procedure manuals and PPL's for each program and rapport with the state for each program. Regulations change yearly. Close contact with good working relationship with state contract managers

### **Programs Invoiced Semi-Annually**

BWW reporting: semi annually with a final report required.

Amador County Duty Statement Fiscal and Admin Supervisor

TRAC reporting: semi annually.

**Routine office activities**

Handle phone and email inquires from vendors, state program managers and other county employees regarding Public Health business.

Work closely with MCAH Director/PHN Supervisor to provide fiscal information required to efficiently invoice for each individual program

Maintain file system

Attend trainings and conferences as required by all programs within Public Health.

Participate in MAA/TCM workgroup.

**Amador County  
Duty Statement  
Health Care Program  
for  
Children in Foster Care (Base)**

Program Position Title: **Public Health Nurse**

County Classification: **Public Health Nurse II**

Assignment: **HCPCFC**

Budget: **Foster Care 15% FTE (90% enhanced, 10% non-enhanced)**

Under the direction of the CHDP Deputy Director and in support of the CHDP Program the PHN II position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care. The PHN is expected to exercise independent, professional judgement in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally the PHN must have a thorough and detailed knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients and children in foster care who do not have Medi-Cal. Examples of duties and responsibilities are listed below.

### **Duties / Responsibilities**

#### **Administrative Medical Case Management**

Provide, monitor and evaluate health care coordination services required by children in foster care.

Use skilled medical professional expertise in the review of health records to identify and prioritize follow-up on needed health care services.

Initiate case management on medical, dental, nutritional, and mental health conditions found during health assessments by contacting substitute care providers and health care providers and when needed, assist substitute care providers in developing a plan of follow up.

Monitor a child's treatment progress and advise substitute care providers of the rationale and importance of timely medical intervention.

Participate in case conferences or multi-disciplinary teams to review client health care needs and treatment plans.

Interpret the results of health assessments, medical and dental evaluations, to a social worker, probation officer, provider or professional staff of another agency.

#### **Intra/Interagency Coordination. Collaboration and Administration**

Perform collaborative activities that involve planning and resource development with other

agencies that will improve the cost effectiveness of the health care delivery system and improve availability of medical services.

Provide technical assistance to other agencies/programs that interface with the health care needs of children in foster care.

Outreach to professional groups to develop resources for screening, diagnosis, and treatment for children in foster care.

Participate with other CHDP program staff in provider meetings and workshops on issues of health assessment, preventive, and treatment services.

Assist CHDP staff in the development of medical and dental referral resources such as, referral directories, round tables, and advisory group.

### **General Administration**

Collaborate with CHDP program staff to develop and implement program administrative policies and fiscal procedures.

Participate in the distribution of program specific information including procedural manuals and brochures.

Review technical literature and research articles.

Draft, analyze, and/or review reports, documents, correspondence and legislation.

### **Skilled Professional Medical Personnel (SPMP) Training**

Attend training provided for or by SPMP relevant to health care services, such as workshops related to the SPMP's performance of allowable administrative activities to include review of health care services.

Participate in program planning and policy development regarding administrative case management.

Facilitate intra/interagency and provider coordination.

Document time directly associated with the performance of the above criteria.

### **SPMP Program Planning and Policy Development**

Provide consultation and technical assistance to social workers/probation officers regarding health care resources and guidance in prioritizing health needs for children in foster care.

Develop and review health-related professional educational material.

Assess and review the capacity of the agency and its providers to deliver appropriate health

assessment, treatment and care.

Provide ongoing liaison with health care providers around issues of special health care needs and treatments common to children in foster care.

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**Amador County  
Fiscal and Admin Duty Statement  
Non-SPMP**

*This position works under the direction of the Supervising PHN*

*Duties may include:*

**County Budget**

Build yearly MCAH program and grant budgets  
Maintain Maxime Accounting Program  
Balance Maxime program to County Auditor's accounts  
Maintain personnel costs for all programs invoiced for MCAH and grant programs  
Baby Welcome Program (BWW), IAP, HIV/AIDS, MAA, TCM, MCH/(portions of BWW enhanced through this state budget), CHDP, Foster Care, CCS (includes Admin, Therapy, Diagnostic, Treatment)  
Maintain revenue records, tracking receipt of expected invoiced dollars.

**State Budgets**

Build yearly budgets for MCH, CHDP, Foster Care/PPMO Program, CCS, MCH includes Baby Welcome Wagon. CCS includes Admin, Treatment, Diagnostic, Therapy, Healthy Families.  
Cost Report for MAA/TCM  
Cost Report for TRAC  
Mid-year report for MCH

**Supplemental**

Supplemental invoices as needed

**State Budget Revisions**

Budget revisions as needed for any or all of the above mentioned budgets to include the revising related to the breakdown of time studied hours related to enhanced / non-enhanced dollars.  
FFP knowledge required

**FFP (Federal Financial Participation)**

Knowledge of the FFP requirements in relationship to each program;  
Understanding the relationship between SPMP versus non SPMP with regard to time studies;  
Collection of time studies quarterly-review for accuracy, completion and balance;  
Complete FFP reports for each employee after adjusting Medi-Cal factor yearly (for CCS and MAA/TCM quarterly)  
Breakdown FFP report for Summary by salary and benefits into % of time in each program worked  
Take collected information from FFP Summary and separate into each program to be invoiced:  
MCH, Baby Welcome Wagon, CHDP, FC, MAA, and CCS, including Admin, Case Management, Diagnostic, Treatment, and Therapy  
Breakdown quarterly salary for % time and expenses reimbursed by Federal dollars for enhanced time  
State and Federal dollars for non-enhanced time and State/County dollars for not matched time

**Programs Invoiced Quarterly**

MCH-includes: CPSP and SIDS;CHDP-HCPCFC; CCS-includes Admin, Case Management, Therapy, Diagnosis, Treatment; MAA-provide all needed personnel and operating expenses for invoicing to appropriate fiscal agent; TCM-online invoicing of Targeted Case Management encounters for Public Health

MCH invoice: From FFP Summary, divide salary and benefits for personnel performing MCH activities. This includes MCH, CPSP. Collect total MCH salaries by enhanced, non-enhanced and not-matched dollars. Collect all related operating expenses, breaking down by enhanced and non-enhanced %, including A87 and cost allocation. Electronic invoicing required, along with mailing original invoice with appropriate signatures, copy on floppy and copies of FFP summary for each participating staff. Cover letter required.

Baby Welcome Wagon is being blended into MCH budget for purpose of enhancing dollars. All funds to be tracked separately

Maintain audit file

CHDP invoice: From FFP summary, divide salary and benefits (combined) for personnel performing CHDP activities. Collect total CHDP salary by enhanced, non-enhanced and not matched

All related expenses are invoiced, including A87 and cost allocation.

Collect appropriate signatures, copy for our audit file, attach cover letter and mail

Maintain audit file

CCS Invoice:

Administration claims--gather all appropriate FFP information, breaking down salary and benefits for participating staff. Invoice for enhanced and non-enhanced, not matched per actual case load per quarter. Include operating expenses, indirect and "other" which allows for maintenance and transportation for CCS families

Diagnostic and Treatment claims- are based on the MR-940 state report

Therapy claim- is a reflection of the MR-940 report against the county cost of the physical therapist

SELPA/LA recoups the remaining 50% of the therapist salary.

Maintain audit file

Foster Care/PPMP/Augmented Caseload Invoicing:

Take applicable FFP summary information for PHN II

Invoiced by enhanced and non-enhanced time

Expenses allowed for travel and training only

A87 and cost allocation also allowed

Maintain audit file

MAA Invoicing:

Detailed invoicing process, involving knowledge of time study, separate form other programs, and Medi-Cal population percentages,

Maintain audit file, requires secondary documentation

Participate/conduct yearly MAA Time Survey trainings

TCM Invoicing:

Can invoice as needed throughout the quarter by electronic submission

Collect appropriate signatures in [blue ink](#) and mail to state with corresponding cover letter.

Complete yearly TCM Cost Report

All of the above listed programs are invoiced using different criteria, with specific rules and regulations. Requirements include knowledge of and reference to policy and procedure manuals and PPL's for each program and rapport with the state for each program. Regulations change yearly. Close contact with good working relationship with state contract managers

### **Programs Invoiced Semi-Annually**

BWW reporting: semi annually with a final report required.

TRAC reporting: semi annually.

**Routine office activities**

Handle phone and email inquires from vendors, state program managers and other county employees regarding Public Health business.

Work closely with MCAH Director/PHN Supervisor to provide fiscal information required to efficiently invoice for each individual program

Maintain file system

Attend trainings and conferences as required by all programs within Public Health.

Participate in MAA/TCM workgroup.

**Health Care Program for Children in Foster Care  
Psychotropic Medication Monitoring and Oversight Activities  
Duty Statement**

Program Position Title: Public Health Nurse  
County Classification: Public Health Nurse I/II/III  
Assignment: CHDP Program  
Budget: Foster Care 0.06 FTE (5.5% enhanced, .5% non-enhanced)

Under the direction of the CHDP Deputy Director and in support of the CHDP Program, the PHN position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care who are on psychotropic medications. The PHN is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally, the PHN must have a thorough knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients and children in foster care who do not have Medi-Cal. Examples of duties and responsibilities are listed below.

**TIME DUTIES/RESPONSIBILITIES  
SPENT**

**4.5% SPMP Administrative Medical Case Management**

Provide, monitor and evaluate health care coordination services required by children in foster care.

Use skilled medical professional expertise in the review of the medical components of each request for psychotropic medication filed pursuant to WIC section 369.5 or 739.5 to verify that all required medical information is provided in the application and supporting documents submitted to the court.

Review and monitor that the juvenile court has authorized the psychotropic medication(s) the client is taking based on sufficient medical/psychiatric information. Assist with referrals to the prescribing physician or other appropriate health care providers to ensure that any adverse effects reported are promptly addressed and brought to the attention of the social worker or probation officer.

Provide guidance and consultation to social worker/probation officer/substitute care provider in the scheduling of periodic follow up visits with the prescribing physician, laboratory services, and other necessary health services.

Participate in case conferences or multi-disciplinary teams to review client health care needs and treatment plans and/or to provide medical information needed to secure medically safe placements.

Review, interpret and document the results of laboratory tests, screenings, and evaluations to the social worker, probation officer, provider or professional staff of another agency for the purpose of case planning and coordination.

Review and assist in the documentation in the child's health and education passport, as described in WIC section 16010, medications authorized for and being taken by the child, and the completion of laboratory tests, other screenings and measurements, evaluations, and assessments required to meet reasonable standards of medical practice.

Upon the request of a non-minor dependent (NMD) on psychotropic medications assist the NMD in accessing, coordinating delivery of, advocating for physical health and mental health care and assist NMD to make informed decisions and assume responsibility about his/ her health care by, at a minimum, providing educational materials.

Review professional literature and research articles to determine eligibility and/or benefits relating to a client's health care services needs and specific medical health conditions.

Consult PHN to PHN regarding the medical needs of clients placed outside of the county of jurisdiction transferred to a new county of jurisdiction.

Document time associated with any of the above activities.

.25%

**SPMP Intra/Interagency Coordination. Collaboration and Administration**

Collaborate with health and mental health providers to mitigate identified and potential barriers to appropriate and timely care.

Interpret the health care needs of this clientele to the medical provider network, other healthcare service providers, caseworkers, juvenile court officers, and foster care providers.

Participate in coordination activities to develop the medical services role of the PHN doing monitoring activities for this clientele in relation to other agencies, such as public health, Medi-Cal managed care plan, regional centers, local education agencies, community care licensing, juvenile court and mental health/behavioral health, etc.

Provide consultation and nursing expertise to other agencies/programs that interface with the health care needs for this population.

Participate with other CHDP program staff in provider meetings and workshops on Issues of mental health assessment, preventive, and treatment services.

Assist CHDP staff in the development of mental health and psychosocial therapeutic resources such as, referral directories, round tables, and advisory groups.

## Duty Statement for the PMMO PHN

.25%

### **Skilled Professional Medical Personnel (SPMP) Training**

Attend training provided for or by SPMP relevant to health care services, such as workshops related to the SPMP's performance of allowable administrative activities to include review of health care services.

Participate in training/education programs designed to improve the skill level of the individual staff member in meeting and serving the medical and mental health needs of this population.

Attend training on reviewing and interpreting health information that can be entered into the CWS/CMS as documentation of medical information in the health and education passport or its equivalent

Document time directly associated with the performance of the above criteria.

.25%

### **SPMP Program Planning and Policy Development**

Use skilled professional medical expertise in program knowledge to:

Provide consultation and nursing expertise to social workers'/probation officers regarding health care resources and guidance in prioritizing health needs for this population.

Develop and review health-related professional educational materials.

Assist in obtaining educational materials for the NMD to enable the NMD to understand and assume responsibility for their own health care.

Assist in the development of medical/health related procedures, protocols, and guidelines for the delivery and coordination of the psychotropic monitoring and oversight activities.

Develop standards and statements of guidance for addressing clinical practice issues

Document time associated with above tasks.

.25%

### **SPMP Quality Management**

Use skilled professional medical expertise in program knowledge to:

Assist in the development of utilization criteria to evaluate the effectiveness of the quality care provided to this population.

Assist in establish baseline data for evaluating the psychotropic monitoring and oversight activities provided to clients in foster care

Document time associated with above tasks.

.25%

**General Administration**

Collaborate with CHDP program staff to develop and implement program administrative policies and fiscal procedures.

Participate in the distribution of program specific information including procedural manuals and brochures.

Review literature and research articles.

Draft, analyze, and/or review reports, documents, correspondence, and legislation

.25%

**Other Activities**

Paid Time off

# Amador County Public Health Department

10877 Conductor Blvd. Suite #400  
Sutter Creek, California 95685  
Voice (209) 223-6407  
Fax (209) 223-1562



## MEMORANDUM

TO: Amador County Board of Supervisors

DATE: November 2, 2020

SUBJECT: Children's Medical Services (CMS) 2020 - 2021 Budgets

Attached you will find the Children's Medical Services (CMS) Branch budgets for fiscal year 2020-2021 for your approval.

The four programs contained within this budget submittal include: California Children's Services (CCS), the Child Health and Disability Prevention Program (CHDP), the Health Care Program for Children in Foster Care (HCPCFC), and Health Care for Children in Foster Care - Psychotropic Medication Monitoring & Oversight (HCPCFC-PMMO). All four programs are under the direction of the State Department of Health Care Services.

The budget process is an annual process and has been since the inception of each program. The CCS program was first instituted in early 1900 for the treatment and rehabilitation of children affected during the polio outbreak. The CHDP program began in 1967 as an amendment to Title 19 of the Social Security Act to provide preventive health services for children. The HCPCFC was established in 2000 and PMMO was added in 17/18. The Health and Safety Code Section 124065 states "The PHNs will be located at county welfare offices. They will be hired by the local health department and will be funded and supervised through the local CHDP program".

All four programs are based on assigned allocations from the state. The administrative reimbursement is based on each programs' personnel FTE (Full Time Equivalents). The county program bills the state branches quarterly after having submitted the annual budget. All invoicing is based on a quarterly time study completed by all personnel in each of the respective programs.

# Board of Supervisors Agenda Item Report

Submitting Department: Building  
Meeting Date: November 10, 2020

## **SUBJECT**

Building Department-Agreement to Limit Use of Agricultural Structure for AG01084-MITCHELL

## **Recommendation:**

Adopt the Resolution and authorize the Chair to sign the Agreement.

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

No

## **Distribution Instructions:**

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

## **ATTACHMENTS**

- [AG01084.Agree.Notarized.11.02.2020.pdf](#)
- [AG01084.Mitchell.Plot Plan.10.27.2020.pdf](#)
- [AG01084.Mitchell.Resolution.10.27.2020.docx](#)

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 044-180-032-000  
Site Address: 8751 French Bar Rd Jackson  
Agricultural Building Permit Exemption No.:AG01084

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of November 10, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Ryan T. Mitchell and Heather J. Mitchell, ("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 ONE:

PARCEL TWO AS SHOWN AND DESIGNATED ON THAT CERTAIN MAP ENTITLED, "BOUNDARY LINE ADJUSTMENT-RECORD OF SURVEY FOR TOM BLACKMAN", FILED FOR RECORD ON JULY 12, 2001 IN BOOK 54 OF MAPS AND PLATS, AT PAGE 6, AMADOR COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASMENT FOR ROAD AND PUBLIC UTILITIES, AND INCIDENTAL RIGHTS THERETO, ON, OVER, ACROSS AND UNDER A STRIP OF LAND 80 FEET WIDE LYING WITHIN PARCELS FOUR AND FIVE OF THAT CERTAIN MAP ENTITLED, "BOUNDARY LINE ADJUSTMENT-RECORD OF SURVEY FOR TOM BLACKMAN", FILED FOR RECORD ON JULY 12, 2001 IN BOOK 54 OF MAPS AND PLATS, AT PAGE 6, AMADOR COUNTY RECORDS, SHOWN AND DESIGNATED AS "80' ROAD AND P.U.E."

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Additional Obligations of Owner.

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

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

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

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

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

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the

Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.

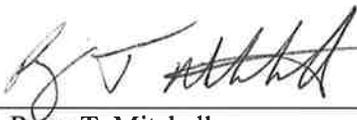
6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

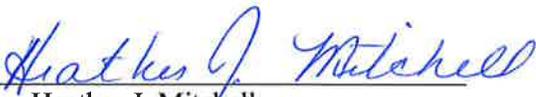
7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER: RYAN T. MITCHELL AND HEATHER J. MITCHELL

BY: \_\_\_\_\_  
Patrick Crew  
Chairperson, Board of Supervisors

BY:   
Ryan T. Mitchell

BY:   
Heather J. Mitchell

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 October 30, 2020 before me, Breanna Christine House, Notary Public  
(insert name and title of the officer)

personally appeared Heather J. Mitchell and Ryan T. Mitchell,  
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.

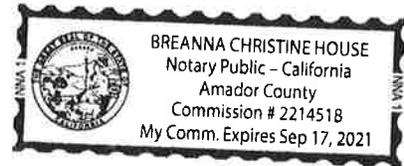
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



# APPROVED

## OFFICE COPY



LEGEND	
—	PROPERTY LINE PER SHARE
- - - -	STREET LINE
- - - - -	EDGE OF GRAVEL ROAD, UNLESS OTHERWISE NOTED
- - - - -	EDGE OF CONCRETE
- - - - -	WELL LINE
—	WELL SHED
—	CENTRAL ME OR DISTANCE TO CENTERLINE
—	SAFETY ZONE
—	COMPENSATED LATERAL FEE

**LD01084**  
**044-180-32**  
**MITCHELL**

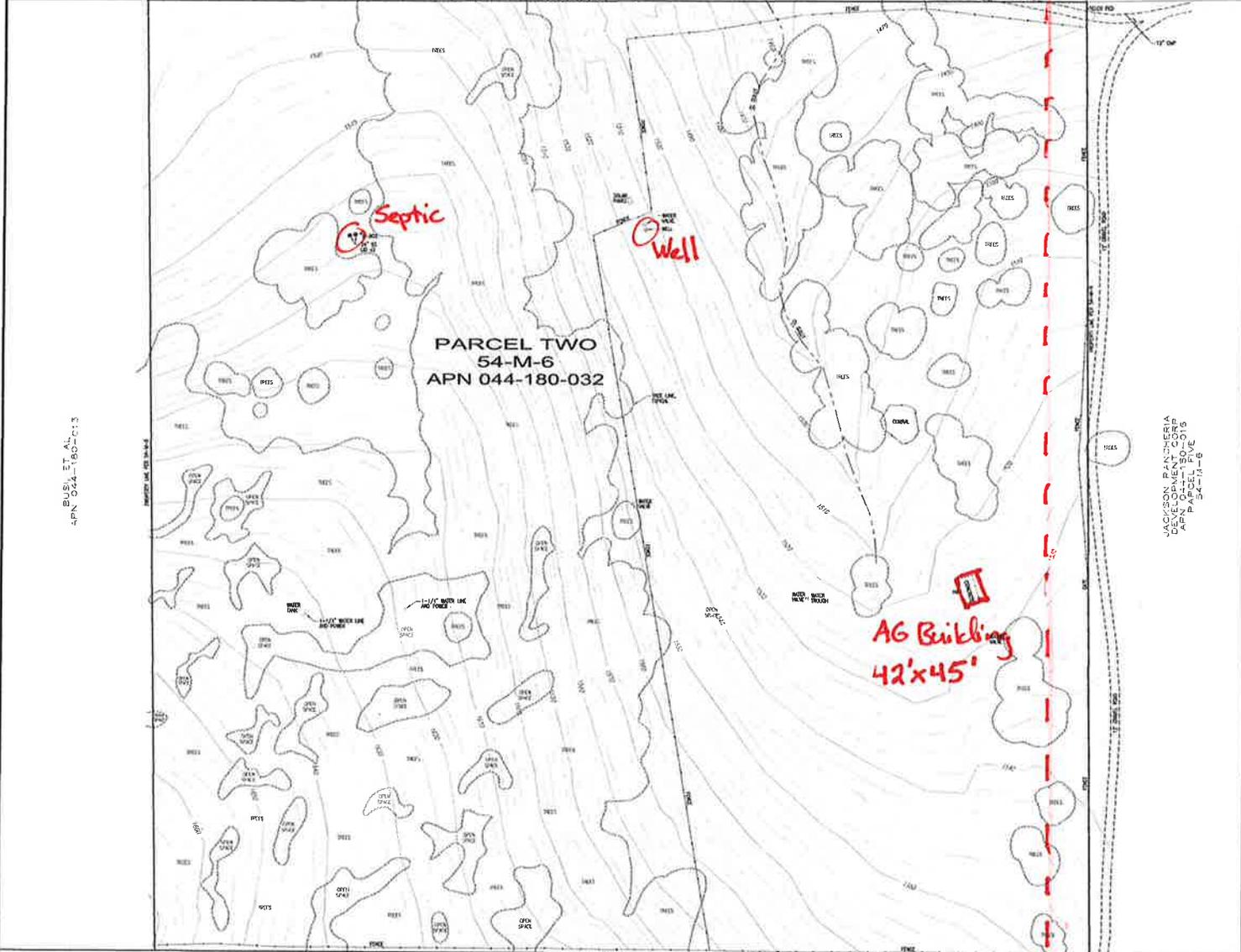
*Building Plan in Conformity*  
*with Zone District for Proper*  
*Krista Russell*  
044-180-032 10/27/2020

JACKSON RANCHERIA  
DEVELOPMENT CORP  
APN 044-180-032  
PARCEL ONE  
54-M-6

DJB FAMILY TRUST  
APN 044-180-037  
8501 FRENCH BAR ROAD  
PARCEL 1  
57-M-9

DJB FAMILY TRUST  
APN 044-180-038  
PARCEL 2  
57-M-9

**30'**  
**Setback**



BUSI, ET AL.  
APN 044-180-013

JACKSON RANCHERIA  
DEVELOPMENT CORP  
APN 044-180-032  
PARCEL ONE  
54-M-6

MARTI TRUST  
APN 044-180-033  
8741 FRENCH BAR ROAD  
PARCEL THREE  
54-M-6

JACKSON RANCHERIA  
DEVELOPMENT CORP  
APN 044-180-034  
PARCEL SIX  
54-M-6

1	DATE	DESCRIPTION
1	10/27/2020	TOPOGRAPHIC MAPPING
2	11/10/2020	REVISION
3	11/10/2020	REVISION
4	11/10/2020	REVISION
5	11/10/2020	REVISION
6	11/10/2020	REVISION
7	11/10/2020	REVISION
8	11/10/2020	REVISION
9	11/10/2020	REVISION
10	11/10/2020	REVISION

**TOPOGRAPHIC MAPPING**  
**PARCEL TWO PER 54-M-6**  
**8751 FRENCH BAR ROAD**

BEING A PORTION OF THE NE 1/4 SECTION 32, T. 2 N., R. 1 E., M. 6 N.  
CITY OF JACKSON, ANADOL COUNTY, CALIFORNIA

**TOMA & ASSOCIATES INC.**  
ENGINEERING - SURVEYING - PLANNING  
41 Summit Street, Jackson, CA 95642  
(209) 223-0196

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF )  
AGREEMENT TO LIMIT USES OF AGRICULTURAL ) RESOLUTION NO. 20-xxxx  
STRUCTURE – RYAN T. MITCHELL AND HEATHER )  
J. MITCHELL )

WHEREAS Ryan T. Mitchell and Heather J. Mitchell, (“Owner”) desires to construct an agricultural structure on his/her/their Property and have applied for an Agricultural Building Permit Exemption; and

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

WHEREAS, an Agreement to limit uses of the agricultural structure for Permit #AG01084 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their November 10, 2020 meeting; and

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

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01084 by and between the County of Amador and Ryan T. Mitchell and Heather J. Mitchell, on the terms and conditions contained therein as it relates to Building Permit #AG01084.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 10<sup>th</sup> Day of November, 2020 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Patrick Crew  
Chairperson, Board of Supervisors

ATTEST:

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

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

# Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: November 10, 2020

## **SUBJECT**

2020 Western Area Recycling Facility, Pine Grove Transfer Station and Additional Requested Services Rate Adjustment

## **Recommendation:**

Approve requested rate Adjustment

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

No

## **Distribution Instructions:**

Board Clerk, County Counsel, Waste Management

## **ATTACHMENTS**

- [BOS Packet Nov 10, 2020 WARF-PGTS- Requested Services Rate Adjustment Effective 01-01-21 Consent vF.pdf](#)



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

PHONE: (209) 223-6429  
FAX: (209) 223-639  
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:**  Jeff Gardner, Director of Solid Waste  
**DATE:** November 10, 2020  
**SUBJECT:** 2020 WARF/PGTS/Additional Service Rate Adjustment

**BACKGROUND:**

The Western Area Recycling Facility (WARF) and Pine Grove Transfer Station (PGTS) are subject to the same rate setting calculations as the Rate Service Areas. Any rate increases at these facilities and for additional services requested by residential and commercial customers must be approved by the Board of Supervisors prior to their effective date.

**2020 INDEX ADJUSTMENT:**

In first quarter of 2020-21 fiscal year, staff engaged R3 Consulting Group Inc. (R3) to work on the detailed rate review, and in October 2020, R3 produced a final report of the indexed adjustment for ACES Waste Services, Inc. (Report included in Attachment A).

The report consists of the following:

1. Objectives
2. Background
3. Overview of Rate Adjustment Request
4. Findings

The attached report from William Schoen of R3 Consulting Group Inc. outlines the indexed rate adjustment for 2021. The report lists the overall recommended rate adjustments for the WARF, PGTS, and requested services by Franchise Area (Rate Zone) compared to the rate adjustment request submitted by ACES Waste Services Inc.

In addition to the regular RRI adjustment, there are two other factors affecting the rates this cycle. On June 23, 2020, the Board of Supervisors adopted a Capital Facilities Fee to help offset the cost of capital improvements mandated by the State of California as well as other prioritized capital projects needed to provide security, fire suppression capabilities and SWPPP / Groundwater contamination control. This included a 5% change in the gate rate which will increase the County Host Fee \$4.26 per trip and a new usage fee of \$2.00 per trip for all self haul vehicles.

On September 29, 2020 the County of Sacramento notified all users the Tipping Fees at the Keifer Landfill for weighed loads would increase from \$30.00 per ton to \$52.85 per ton. An increase of \$22.85 per ton or 76%. Almost all of Amador County’s disposable solid waste gets processed through the Keifer Landfill. The increase in cost will have a significant impact on ACES expenditures. Sacramento County is experiencing the same impacts to their operating expenditures which is what led to the dramatic increase.

The WARF, PGTS, and area-specific adjustments in ACES original application and the recommended adjustments are as follows:

	Rate Adjustment		
	RRI Adjustment	Total Adjustment	
		Requested	Recommended
<b>Franchise Area 1</b>	<b>6.72%</b>	<b>17.40%</b>	<b>17.40%</b>
<b>Franchise Area 2</b>	<b>4.79%</b>	<b>11.96%</b>	<b>11.96%</b>
<b>Franchise Area 3</b>	<b>4.41%</b>	<b>14.24%</b>	<b>13.30%</b>
<b>Pine Grove Transfer Station (PGTS)</b>	<b>0.50%</b>	<b>26.29%</b>	<b>26.29%</b>
<b>Buena Vista Transfer Station (WARF)</b>	<b>2.44%</b>	<b>36.40%</b>	<b>36.40%</b>

The new rate schedules and schedules for requested services by rate area are included as attachment B to this report. In accordance with the new franchise agreement, these rates will become effective on January 1, 2021.

**RECOMMENDED ACTION:**

1. Approve 2020 rate adjustments.

1512 Eureka Road, Suite 220, Roseville, CA 95661  
Tel: 916-782-7821 | Fax: 916-782-7824

2600 Tenth Street, Suite 411, Berkeley, CA 94710  
Tel: 510-647-9674

627 S. Highland Avenue, Suite 300, Los Angeles, CA 90036  
Tel: 323-559-7470

November 3, 2020

Mr. Jeff Gardner  
Director of Solid Waste/Safety Coordinator  
Amador County  
810 Court Street  
Jackson, CA 95642

**Subject:** Review of ACES January 1, 2021 Indexed Rate Adjustment which includes Kiefer Landfill Tipping Fee Increase and eleven (11) month rates.

Dear Mr. Gardner:

Amador County (County) engaged R3 Consulting Group, Inc. (R3) to assist with a review of ACES Waste Services (ACES) Rate Adjustment Request (Rate Application) for rates effective January 1, 2021. This letter report presents the results of our review.

## Objectives

To review and either confirm or revise ACES' Rate Adjustment calculations for each of its three (3) County franchise areas, and two (2) transfer stations. **Attachment 1** provides a map of the franchise areas.

## Findings

Our review confirmed the accuracy of ACES' calculated rate adjustments shown in **Table 1** below with one correction to the calculated rate adjustment for Franchise Area 3 that reduced the calculated rate increase by 0.94%, from 14.24% to 13.30%. That adjustment was made to account for corrected tonnage figures used to make that calculation.

The recommended adjustments shown in **Table 1** account for the normal RRI adjustment, as well as a Recycling Cost adjustment that ACES has proposed to reduce the calculated rate increases. They also account for the increase in the Kiefer Landfill tip fee and the County's approved Capital Facility Fees. As discussed below, the 76% increase in the Kiefer Landfill tip fee is the major factor driving the amount of the rate increases. Additionally, the recommended rate adjustments account for a new Capital Facilities Fee and increased Host Fee to provide funding for necessary capital improvements to the Buena Vista Transfer Station (WARF).

The rates shown in Table 1 are to become effective January 1, 2021, however due to the time needed to complete the required Proposition 218 noticing and hearing the rates for the Franchise Areas are expected to become effective February 1, 2021. As such, a slightly higher rate increase is required to account for the delay in implementing the rate adjustment to make ACES financially whole for that delay.<sup>1</sup> **Table 2** provides the recommended rate adjustment shown in **Table 1** adjusted to an 11 month rate, which will make ACES whole for the anticipated delay in implementing the rate. This eleven (month) The associated increase in the rates to account for the delay only applies to the current rate year and will need to be

<sup>1</sup> ACES reported that it bills all customers in arears (i.e., after the services have been provided).

backed out of the calculated rate adjustment for next year.<sup>2</sup>

**Table 1**

	Rate Adjustment		
	RRI Adjustment	Total Adjustment	
		Requested	Recommended
Franchise Area 1	6.72%	17.40%	17.40%
Franchise Area 2	4.79%	11.96%	11.96%
Franchise Area 3	4.41%	14.24%	13.30%
Pine Grove Transfer Station (PGTS)	0.50%	26.29%	26.29%
Buena Vista Transfer Station (WARF)	2.44%	36.40%	36.40%

**Table 2**

	Recommended	
	Effective Jan 1st	Effective Feb 1st (11 month rate)
Franchise Area 1	17.40%	18.95%
Franchise Area 2	11.96%	13.05%
Franchise Area 3	13.30%	14.50%
Pine Grove Transfer Station (PGTS)	26.29%	(1)
Buena Vista Transfer Station (WARF)	36.40%	(1)

(1) Transfer Station Rates effective 01/01/2021

## Background

### New Franchise Agreement and Rate Setting Process

The County negotiated a new 15 year franchise agreement (Agreement) with ACES Waste Services, Inc. (ACES) that was approved by the County Board of Supervisors on June 23, 2020. The rate adjustment mechanism in that Agreement involves annual adjustments to the rates using the established Refuse Rate Index (RRI). Both the County and ACES also have the option of requesting a Detailed Rate Review following the procedures in the Agreement at a frequency of no more than once every three calendar years. The new Agreement's rate adjustment process is similar to the County's prior Rate Adjustment Methodology (RAM). There are a number of changes including simplifying the indexed rate review process, changing

<sup>2</sup> This does not apply if a detailed rate adjustment is used to set the rates next year, effective January 1, 2022.

the reference consumer price index, and reducing ACES’s target profit level (not actual profit level which is dependent on the actual results of operations) which applies to the Detailed Rate Review process.

**Landfill Tipping Fee Increase**

Following ACES submittal of its Rate Application, Sacramento County notified users of the Sacramento County’s Kiefer Landfill, which is where ACES delivers the County’s waste, that effective November 1, 2020 the weighted load fees for normal refuse will increase to \$52.85 per ton from the current rate of \$30.00 per ton. This represents an increase of \$22.85 per ton, or 76%.

**New Capital Facilities Fee and Increased Host Fee**

At the June 23, 2020 Board of Supervisors meeting, the Board Authorized a new updated WARF contract with ACES. Section 14.0 (C.) authorizes new Capital Facilities Fee to help offset the cost of capital improvements mandated by the State of California, as well as other prioritized capital projects which are needed to provide security, fire suppression capabilities and SWPPP/Groundwater contamination control. All of these are site related issues, which are incumbent upon the County to maintain as the owner of the Buena Vista Landfill site. Raising fees for the purpose of site maintenance, monitoring, and improvements has not occurred since 2005. There are approximately \$4,000,000 in capital improvements, which are mandated or have a high priority for completion at this time.

On September 22, 2020, the Board of Supervisors approved a 5% change in the gate rate, which will increase the County Host Fee \$4.26 per trip. The Board implemented a new usage fee of \$2.00 per trip for self-haul vehicles as well. This will allow the County to pay the debt service on the projects over the next 30 years and begin the process of generating the funds necessary to complete the additional work as outlined.

**Original Rate Adjustment Request**

ACES’ original requested rate adjustments, which were calculated prior to the increase in the Kiefer Landfill tip fees, are provided in **Table 3** below. The requested rate adjustments account for the normal RRI adjustment, as well as a Recycling Cost adjustment that ACES has proposed to reduce the calculated rate increases.

**Table 3  
 Requested Rate Adjustment**

	Requested Rate Adjustment		
	RRI	Recycling Cost	Total
<b>Franchise Area 1</b>	7.88%	-1.16%	<b>6.72%</b>
<b>Franchise Area 2</b>	6.16%	-1.37%	<b>4.79%</b>
<b>Franchise Area 3</b>	6.40%	-2.00%	<b>4.41%</b>
<b>Pine Grove Transfer Station (PGTS)</b>	1.65%	-1.15%	<b>0.50%</b>
<b>Buena Vista Transfer Station (WARF)</b>	2.75%	-0.31%	<b>2.44%</b>

The Recycling Cost adjustment (i.e., rate decrease) relates to an agreed upon rate increase that was put in place as part of last year's rate adjustment to account for increased recyclable material processing costs due to "China Sword".<sup>4</sup> ACES has proposed to forego that rate increase this year, thereby reducing the required rate increase and the associated impact on residential and commercial customers.

Our review found one error in ACES' original Rate Application involving the calculated fuel index, however that adjustment resulted in a change in that index of one tenth of a one percent (0.1%), which did not change the calculated rate adjustments.

This original requested rate adjustment has been superseded by ACES' revised rate adjustment request discussed above, which accounts for the impact of the increased tip fees at the Kiefer Landfill, and the County's approved Capital Facilities Fee and increased host fee at the Buena Vista Transfer Station (WARF) and Pine Grove Transfer Station.

\* \* \* \* \*

We appreciate the opportunity to be of assistance to the County. Should you have any questions or comments regarding this submittal please do not hesitate to contact me by phone at (916) 947-4880, or by e-mail at [wschoen@r3cgi.com](mailto:wschoen@r3cgi.com).

Yours truly,

**R3 CONSULTING GROUP**



William Schoen | Project Director



Jordan Muratsuchi | Senior Project Analyst

**Attachments:**

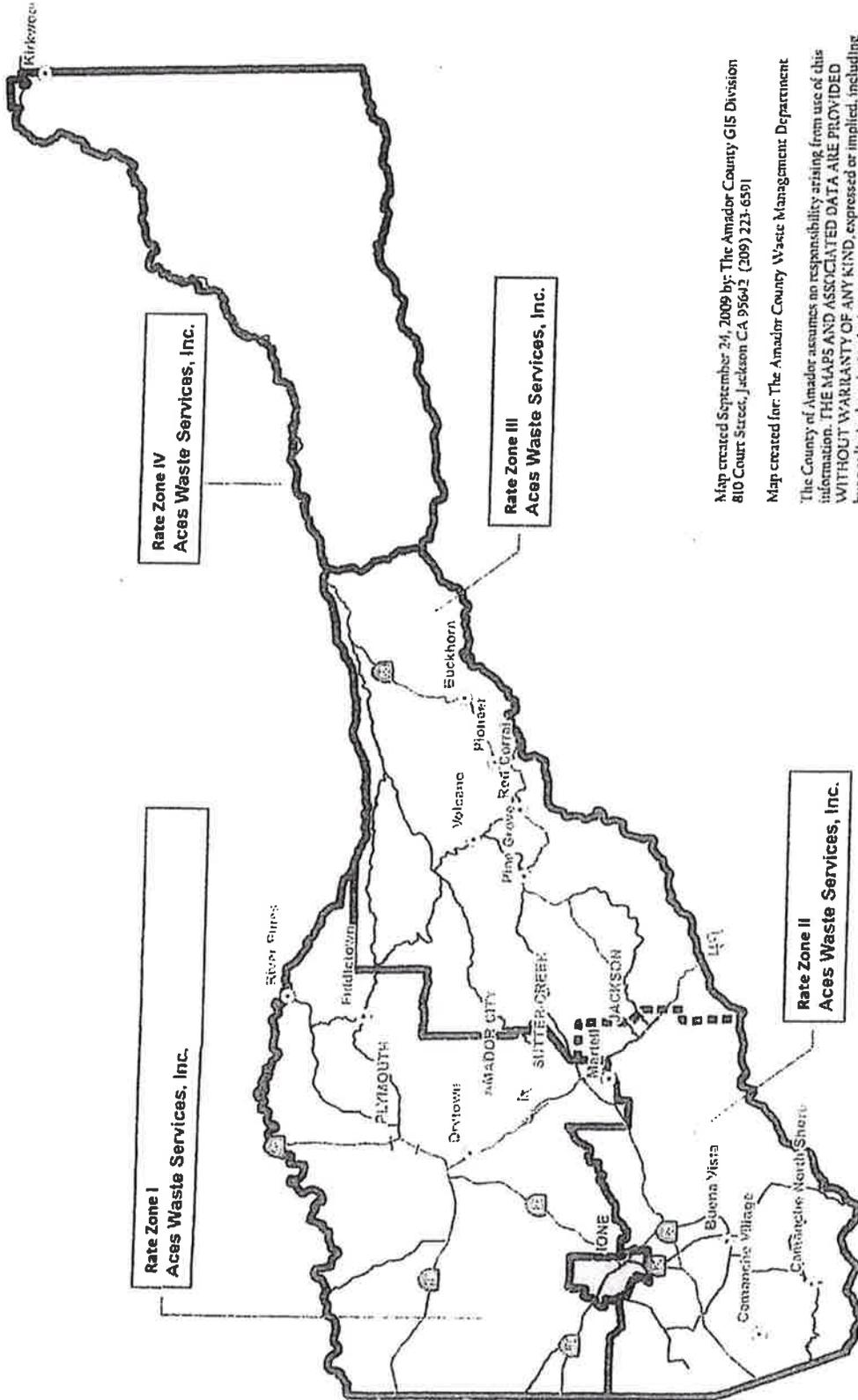
- 1 Franchise Area Map

\\192.168.2.9\R3\_Shared\+Projects\Amador - 2021 RRI - 120033\Report\Amador County 2021 RRI - Final Report 110320.docx

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<sup>4</sup> China Sword placed strict limitations on the allowable contamination level associated with imported recyclables, which resulted in significant cost increase related to processing recyclable materials.

# Franchise Area and Rate Areas (Zones)



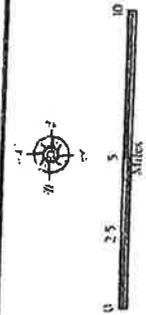
Map created September 24, 2009 by: The Amador County GIS Division  
 810 Court Street, Jackson CA 95642 (209) 223-6501

Map created for: The Amador County Waste Management Department

The County of Amador assumes no responsibility arising from use of this information. THE MAPS AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating your decision with the appropriate County Office.



## Amador County Waste Hauler Rate Zones



ACES - WARF PROPOSED 2021 RATES							Attachment B
DESCRIPTION	WARF Rate	PROPOSED 4.55%	PROPOSED 31.06%	PROPOSED 36.40%	PROPOSED Rate	PROPOSED Rate	
	11/1/19				1/1/21		
		County Fee	Kiefer Adj	Weighted			
MINIMUM LOAD - 1 TO 4 CANS	\$7.75	\$0.35	\$2.41	\$2.82	\$10.57		
5 TO 7 CANS	\$11.75	\$0.53	\$3.65	\$4.28	\$16.03		
LOOSE YARDS	\$17.00	\$0.77	\$5.28	\$6.19	\$23.19		
APPLIANCE	\$18.50	\$0.84	\$5.75	\$6.73	\$25.23		
CONCRETE	\$14.25	\$0.65	\$4.43	\$5.19	\$19.44		
FURNITURE/MATTRESS/BULKY	\$11.75	\$0.53	\$3.65	\$4.28	\$16.03		
INERTS/DIRT/ROCK	\$38.00	\$1.73	\$11.80	\$13.83	\$51.83		
MRF TONNAGE	\$85.25	\$3.88	\$26.48	\$31.03	\$116.28		
REFRIGERATOR/AIR CONDITIONERS	\$44.75	\$2.04	\$13.90	\$16.29	\$61.04		
SMALL ANIMALS (LESS THAN 100 LBS)	\$14.50	\$0.66	\$4.50	\$5.28	\$19.78		
TIRES 19 INCH OR SMALLER	\$4.25	\$0.19	\$1.32	\$1.55	\$5.80		
TIRES 20 INCH OR LARGER	\$8.25	\$0.38	\$2.56	\$3.00	\$11.25		
WOOD WASTE/yard waste	\$14.25	\$0.65	\$4.43	\$5.19	\$19.44		
CLEAN STUMPS	\$37.25	\$1.69	\$11.57	\$13.56	\$50.81		

**PINE GROVE PROPOSED 2021 RATES**

DESCRIPTION	PINE GROVE	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED
	Rate	7.77%	22.24%	26.29%	Rate	Weighted	Rate
	11/1/19	County Fee	Kiefer Adj		1/1/21		
1 CAN	\$8.75	\$0.68	\$1.95	\$2.30	\$11.05		
2 CAN	\$15.25	\$1.18	\$3.39	\$4.01	\$19.26		
3 CAN	\$22.50	\$1.75	\$5.00	\$5.92	\$28.42		
4 CAN	\$24.75	\$1.92	\$5.50	\$6.51	\$31.26		
5 CAN	\$30.00	\$2.33	\$6.67	\$7.89	\$37.89		
6 CAN	\$34.75	\$2.70	\$7.73	\$9.14	\$43.89		
7 CAN	\$39.00	\$3.03	\$8.67	\$10.25	\$49.25		
LOOSE YARDS	\$29.00	\$2.25	\$6.45	\$7.62	\$36.62		
1.25 YARDS	\$36.00	\$2.80	\$8.01	\$9.46	\$45.46		
2.50 YARDS	\$72.50	\$5.63	\$16.12	\$19.06	\$91.56		
55 GAL DRUM	\$13.25	\$1.03	\$2.95	\$3.48	\$16.73		
APPLIANCE	\$26.00	\$2.02	\$5.78	\$6.84	\$32.84		
CONCRETE	\$19.50	\$1.52	\$4.34	\$5.13	\$24.63		
FURNITURE	\$29.00	\$2.25	\$6.45	\$7.62	\$36.62		
DIRT/ROCK	\$50.25	\$3.90	\$11.18	\$13.21	\$63.46		
MATTRESS	\$17.00	\$1.32	\$3.78	\$4.47	\$21.47		
MRF TONNAGE	\$116.75	\$9.07	\$25.97	\$30.69	\$147.44		
REFRIG W/ FREON	\$62.25	\$4.84	\$13.84	\$16.37	\$78.62		
TIRES 19 INCH OR SMALLER	\$8.25	\$0.64	\$1.83	\$2.17	\$10.42		
TIRES 20 INCH OR LARGER	\$12.50	\$0.97	\$2.78	\$3.29	\$15.79		
WOOD WASTE	\$17.00	\$1.32	\$3.78	\$4.47	\$21.47		
YARDWASTE	\$17.00	\$1.32	\$3.78	\$4.47	\$21.47		

ACES WASTE SERVICES, INC.

Rate Zone 1

Residential New Items	CURRENT MONTHLY RATES	County Fee	Kiefer Adj	Weighted Avg	PROPOSED RATES 1/1/21
Yardwaste Collection (DSCZ's) (monthly)	\$11.26	\$0.83	1.77	\$ 1.96	\$ 13.40
***minimum 25% participation per DSCZ's					
Rent 32 Gal cart for On-Call Residential Service (monthly)	\$5.82	\$0.43	0.91	\$ 1.01	\$ 6.92
Rent - Larger or Additional Recycle Carts (monthly)	\$6.35	\$0.47	1.00	\$ 1.10	\$ 7.56
Rent - Additional YW Carts (monthly)	\$6.35	\$0.47	1.00	\$ 1.10	\$ 7.56
Waste or Recyclables)					
32 Gallon Cart	\$6.73	\$0.50	1.06	\$ 1.17	\$ 8.01
64 Gallon Cart	\$13.46	\$1.00	2.12	\$ 2.34	\$ 16.01
96 Gallon Cart	\$20.19	\$1.50	3.17	\$ 3.51	\$ 24.02
Bear Resistant Cart Rental **additional charge to regular monthly	\$10.25	\$0.76	1.61	\$ 1.78	\$ 12.20
<b>Commercial New Items</b>					
Lock Charges when Driver must Lock/Unlock Bin (per service)	\$7.44	\$0.55	1.17	\$ 1.29	\$ 8.85
Bin Rental "On Call Service" ALL AREAS (monthly)					
2yd Bin	\$35.00	\$2.59	5.50	\$ 6.09	\$ 41.64
3yd Bin	\$40.25	\$2.98	6.33	\$ 7.00	\$ 47.89
4yd Bin	\$47.41	\$3.51	7.45	\$ 8.25	\$ 56.41
6yd Bin	\$56.90	\$4.22	8.94	\$ 9.90	\$ 67.70
7yd Bin (Counter Balance/Bear Resistant)	\$106.40	\$7.88	16.73	\$ 18.51	\$ 126.59
<b>New DB Items</b>					
DB Washout Rate Cost Offset (per box) ***[SWPPP require	\$19.97	\$1.48	3.14	\$ 3.47	\$ 23.76

## ACES WASTE SERVICES, INC.

## Rate Zone 2

Residential New Items	CURRENT MONTHLY RATES	County Fee	Kiefer Adj	Weighted Avg	PROPOSED RATES 1/1/21
Yardwaste Collection (DSCZ's) (monthly)	\$11.26	\$0.59	\$1.22	\$1.35	12.73
***minimum 25% participation per DSCZ's					
Rent 32 Gal cart for On-Call Residential Service (monthly)	\$5.74	\$0.30	\$0.62	\$0.69	6.49
Rent - Larger or Additional Recycle Carts (monthly)	\$6.22	\$0.33	\$0.67	\$0.74	7.03
Rent - Additional YW Carts (monthly)	\$6.22	\$0.33	\$0.67	\$0.74	7.03
Recyclables)					
32 Gallon Cart	\$7.37	\$0.39	\$0.80	\$0.88	8.33
64 Gallon Cart	\$14.74	\$0.77	\$1.60	\$1.76	16.66
96 Gallon Cart	\$22.11	\$1.16	\$2.39	\$2.64	24.99
Bear Resistant Cart Rental **additional charge to regular monthly rate	\$10.25	\$0.54	\$1.11	\$1.23	11.59
<b>Commercial New Items</b>					
Lock Charges when Driver must Lock/Unlock Bin (per service)	\$7.44	\$0.39	\$0.81	\$0.89	8.41
Bin Rental "On Call Service" ALL AREAS (monthly)					
2yd Bin	\$35.00	\$1.83	\$3.79	\$4.19	39.57
3yd Bin	\$40.25	\$2.11	\$4.36	\$4.81	45.50
4yd Bin	\$47.41	\$2.48	\$5.13	\$5.67	53.60
6yd Bin	\$56.90	\$2.98	\$6.16	\$6.80	64.32
7yd Bin (Counter Balance/Bear Resistant)	\$106.40	\$5.58	\$11.52	\$12.73	120.28
<b>New DB Items</b>					
DB Washout Rate Cost Offset (per box) *** (SWPPP requirement) ***	\$19.97	\$1.05	\$2.16	\$2.39	22.58

ACES WASTE SERVICES, INC.

Rate Zone 3

Residential New Items	CURRENT MONTHLY RATES	County Fee	Kiefer Adj	Weighted Avg	PROPOSED RATES 1/1/21
Yardwaste Collection (DSCZ's) (monthly)	\$11.26	\$ 0.59	\$ 1.43	\$ 1.50	\$ 12.89
*** minimum 25% participation per DSCZ's					
Rent 32 Gal cart for On-Call Residential Service (monthly)	\$5.97	\$ 0.31	\$ 0.76	\$ 0.79	\$ 6.84
Rent - Larger or Additional Recycle Carts (monthly)	\$6.45	\$ 0.34	\$ 0.82	\$ 0.86	\$ 7.39
Rent - Additional YW Carts (monthly)	\$6.45	\$ 0.34	\$ 0.82	\$ 0.86	\$ 7.39
Recyclables)					
32 Gallon Cart	\$9.57	\$ 0.50	\$ 1.21	\$ 1.27	\$ 10.96
64 Gallon Cart	\$19.14	\$ 1.01	\$ 2.43	\$ 2.55	\$ 21.92
96 Gallon Cart	\$28.71	\$ 1.51	\$ 3.64	\$ 3.82	\$ 32.88
Bear Resistant Cart Rental **additional charge to regular monthly rate	\$10.25	\$ 0.54	\$ 1.30	\$ 1.36	\$ 11.74

Commercial New Items	County Fee	Kiefer Adj	Weighted Avg
Lock Charges when Driver must Lock/Unlock Bin (per service)	\$ 0.39	\$ 0.94	\$ 0.99
Bin Rental "On Call Service" ALL AREAS (monthly)	\$ -	\$ -	\$ -
2yd Bin	\$35.00	\$ 4.44	\$ 4.66
3yd Bin	\$40.25	\$ 5.11	\$ 5.35
4yd Bin	\$47.41	\$ 6.02	\$ 6.31
6yd Bin	\$56.90	\$ 7.22	\$ 7.57
7yd Bin (Counter Balance/Bear Resistant)	\$106.40	\$ 13.50	\$ 14.15

New DB Items	County Fee	Kiefer Adj	Weighted Avg
DB Washout Rate Cost Offset (per box) ***[SWPPP requirement]***	\$ 1.05	\$ 2.53	\$ 2.66
			\$ 22.87

ACES WASTE SERVICES, INC.

Rate Zone 4

Commercial New Items	CURRENT MONTHLY RATES	County Fee	Kiefer Adj		Weighted Avg	PROPOSED RATES 1/1/21
Lock Charges when Driver must Lock/Unlock Bin <i>(per service)</i>	\$7.44	\$ 0.39	\$ 0.94		\$ 1.06	\$ 8.60
Bin Rental "On Call Service" ALL AREAS <i>(monthly)</i>						
2yd Bin	\$35.00	\$ 1.84	\$ 4.44		\$ 4.98	\$ 40.44
3yd Bin	\$40.25	\$ 2.12	\$ 5.11		\$ 5.73	\$ 46.50
4yd Bin	\$47.41	\$ 2.50	\$ 6.02		\$ 6.75	\$ 54.78
6yd Bin	\$56.90	\$ 3.00	\$ 7.22		\$ 8.10	\$ 65.74
7yd Bin <i>(Counter Balance/Bear Resistant)</i>	\$106.40	\$ 5.61	\$ 13.50		\$ 15.15	\$ 122.93
<b>New DB Items</b>						
DB Washout Rate Cost Offset <i>(per box)</i> <b>***[SWPPP requirement]***</b>	\$19.97	\$ 1.05	\$ 2.53		\$ 2.84	\$ 23.07

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 10, 2020

## **SUBJECT**

Appointment of Member to the Juvenile Justice Commission

## **Recommendation:**

Approval

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

No

## **Distribution Instructions:**

Heather Gardella - Superior Court, Clerk

## **ATTACHMENTS**

- [Appointment of JJC - Miller, Aditra.pdf](#)



**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF AMADOR**

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500 ARGONAUT LANE • JACKSON, CA 95642-2396  
(209) 257-2600

*DAWN HARMON, COURT EXECUTIVE OFFICER*

October 29, 2020

Amador County Board of Supervisors  
810 Court Street  
Jackson, CA 95642

Re: Appointment to the Juvenile Justice Commission

Dear Supervisors:

Enclosed for your approval is an ATF appointing a member to the Juvenile Justice Commission. This will be for a four year term ending October 2024. The address for the confirmation letter is as follows:

Adrita Miller  
10877 Conductor Blvd  
Sutter Creek, CA 95685

Sincerely,

A handwritten signature in blue ink, appearing to read "Heather Gardella".

Heather Gardella  
Administrative Assistant II  
Amador Superior Court

# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: November 10, 2020

## **SUBJECT**

Public Conservator/Guardian/Administrator Office Reorganization Recommendation

## **Recommendation:**

Approve the recommended reorganization

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

No

## **Distribution Instructions:**

Human Resources, Ann Watts, Social Services Director, Karen Scaccianoce, Budget Director, Auditor and Joseph Makaki, PC/PG/GA Program Manager

## **ATTACHMENTS**

- [PC-PG-PA Recommendation.doc](#)



AMADOR COUNTY

**HUMAN RESOURCES DEPARTMENT**

• *Benefits*    • *Personnel*    • *Risk Management*  
(209) 223-6361    (209) 223-6456    (209) 223-6392

County Administration Center  
810 Court Street  
Jackson, California 95642  
Facsimile: (209) 223-6426  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: November 3, 2020

SUBJECT: Agenda Item for November 10, 2020 Board Agenda  
Public Conservator/Guardian/Administrator Office Reorganization

At the Board meeting on October 13, 2020 the recommendation was approved for the Social Services Director, the Public Conservator/Guardian/Administrator and Human Resources Director to work together to assess the departmental structure of the PC/PG/PA Department and make a recommendation to the Board after the elimination of the Finance Assistant II position. The assessment has been completed and our recommendation is as follows:

- Hire a full-time Deputy PC/PG/PA I (Range 1889 \$23.47-\$28.53) or II (Range 2241 \$26.99-\$32.81). The department staffing would then consist of two deputies and the Program Manager. The current and former Program Managers have had significant case carrying responsibilities, resulting in very minimal time to devote to management and oversight. It is reasonable for two deputies to manage the caseload and perform administrative functions, with the support of strong leadership and guidance. This restructuring will allow the Program Manager to focus on critical tasks to promote sound practice and accountability and to ensure the protection of our clients and our commitment to adhering to the law. This includes the development, implementation, and monitoring of policies and procedures, which this department lacks, including procedures for fee collection.

The financial considerations that were made include:

- The department is in the process of changing its case management software. This will save approximately \$15,000.00/ year. This is a reduction in expenses.
- The department has not been collecting fees from Conservatorship cases as it is entitled. The Department plans to update its fee structure for all Conservatorship cases and will be developing procedures for collecting fees. This is an anticipated revenue increase.
- The department is in the process of closing numerous cases and is anticipating collecting approximately \$3,000.00 - \$5,000.00 from those cases this fiscal year. Also, the department anticipates collecting approximately \$15,000.00 - \$17,000.00 in fees this fiscal year as existing Public Administrator cases are closed. These are also anticipated revenue increases.

Therefore, if the full-time Deputy PC/PG/PA I or II isn't approved the ability to provide the services for the conservatees may be diminished as would the ability of the Program Manager to create and implement policies and procedures needed for such tasks as fee collection. Not relieving the Program Manager of case carrying responsibilities also increases the likelihood of future errors in case management.

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: November 10, 2020

## **SUBJECT**

General Services Administration: Jackson Library parcel APN: 020-070-041-000 Water Line Relocation agreement with the City of Jackson

## **Recommendation:**

Approve the Waterline Relocation and Maintenance Agreement with the City of Jackson for November 10, 2020

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

No

## **Distribution Instructions:**

Jon Hopkins

## **ATTACHMENTS**

- [Jackson Water Line Memo 11.4.20.pdf](#)
- [Engineered Waterline Drawings 11.4.20.pdf](#)
- [Jackson\\_ Library Waterline Agr-c1 2020-10-26-final-w. Ex 11.4.20.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

**DATE:** November 4, 2020

**TO:** Board of Supervisors

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

**RE:** Jackson Library parcel APN: 020-070-041-000 Water Line Support

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**Background:** Last August the Board approved in closed session for staff to proceed with granting the City of Jackson access to the rear of the library for attaching a water line that needed to be re-routed (see attachments).

**Subject or Key Issue:** Ratification of Waterline Relocation and Maintenance Agreement with the City of Jackson.

**Analysis:** Attached is the Waterline Relocation and Maintenance Agreement that was reviewed and approved by Counsel and GSA Director.

**Alternatives:** Do not authorize the work.

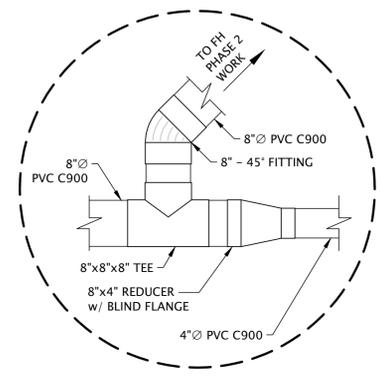
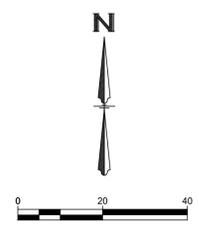
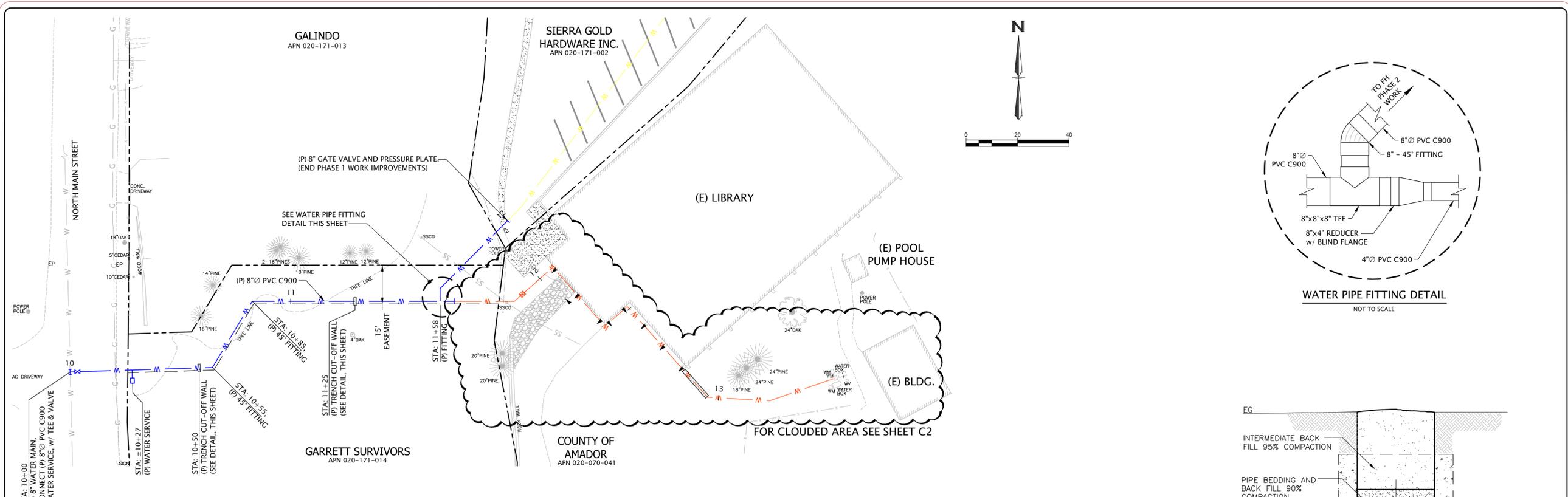
**Fiscal or Staffing Impacts:** N/A

**4/5ths vote:** N/A

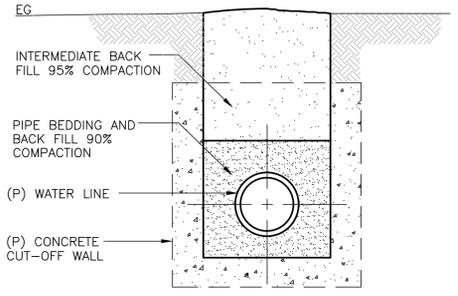
**Recommendation(s):** Approve the Waterline Relocation and Maintenance Agreement with the City of Jackson for November 10, 2020

**Attachments:** Waterline Relocation and Maintenance Agreement  
Engineered waterline drawings

c: Chuck Iley, CAO  
file



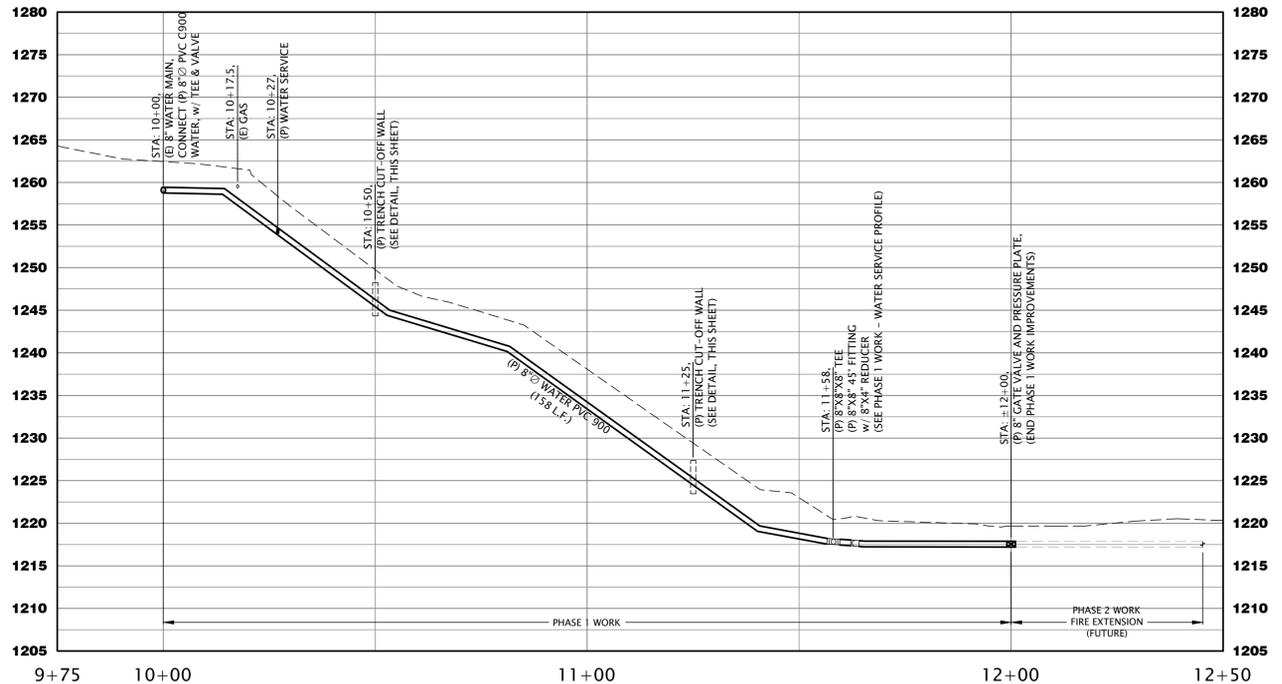
WATER PIPE FITTING DETAIL  
NOT TO SCALE



TRENCH CONCRETE CUT-OFF WALL DETAIL  
NOT TO SCALE

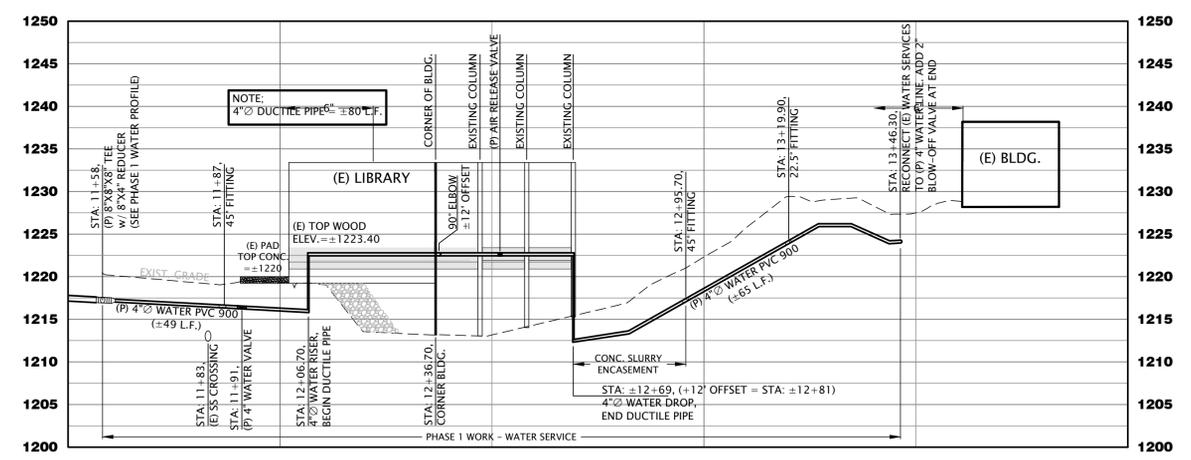
PHASE LEGEND:

- W — W — W — W PHASE 1 WORK
- W — W — W — W PHASE 1 WORK - WATER SERVICE
- W — W — W — W PHASE 2 WORK - FH EXTENSION



PHASE 1 WORK, PLAN AND PROFILE

HORIZ. SCALE: 1" = 20'  
VERT. SCALE: 1" = 10'



PHASE 1 WORK - WATER SERVICE, PLAN AND PROFILE

HORIZ. SCALE: 1" = 20'  
VERT. SCALE: 1" = 10'

REV. No.	REV. DATE	BY

**LIBRARY WATERLINE IMPROVEMENTS**

615 N MAIN STREET  
JACKSON, CA 95642-9893

AMADOR COUNTY CALIFORNIA



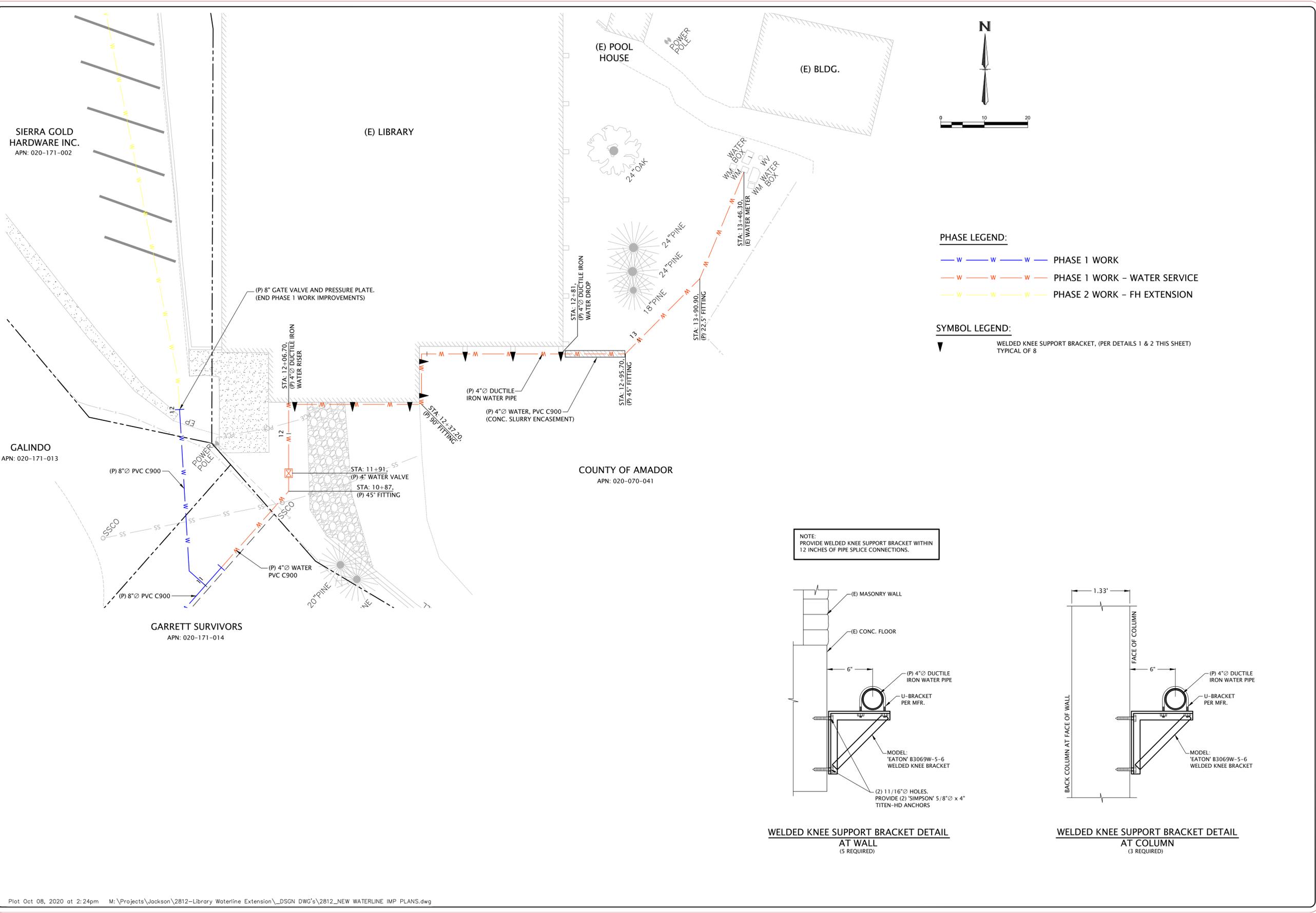
**WGA** WEBER, GHIO ASSOCIATES  
civil engineering consultant

394 E. SAINT CHARLES ST. | PO BOX 251 | SAN ANDREAS, CA 95249  
(209) 754-1824

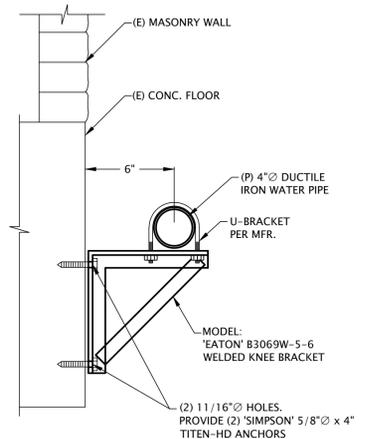
PRJ. No.: 2812  
DATE: 10/08/2020  
SCALE: AS SHOWN  
DRAWN BY: DMV  
CHECKED BY: MSO

**C1**

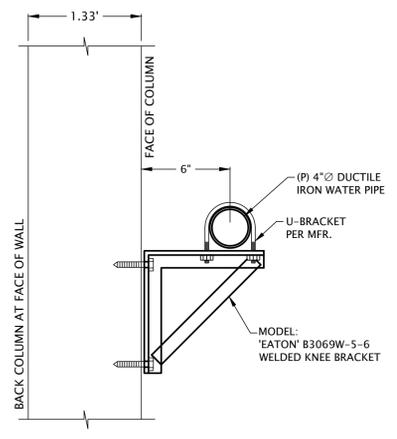
SHT. 1 of SHT. 2



NOTE:  
 PROVIDE WELDED KNEE SUPPORT BRACKET WITHIN  
 12 INCHES OF PIPE SPLICE CONNECTIONS.



**WELDED KNEE SUPPORT BRACKET DETAIL  
 AT WALL**  
 (5 REQUIRED)



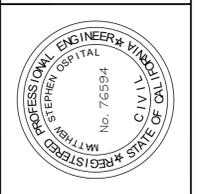
**WELDED KNEE SUPPORT BRACKET DETAIL  
 AT COLUMN**  
 (3 REQUIRED)

REVISIONS	
REV. No.	DESCRIPTION

**LIBRARY WATERLINE IMPROVEMENTS**

615 N MAIN STREET  
 JACKSON, CA 95642-9893

AMADOR COUNTY CALIFORNIA



**WGA WEBER, GHIO & ASSOCIATES**  
 civil engineering consultant

394 E. SAINT CHARLES ST. | PO BOX 251 | SAN ANDREAS, CA 95249  
 (209) 754-1824

PRJ. No.: 2812  
 DATE: 10/08/2020  
 SCALE: AS SHOWN  
 DRAWN BY: DMV  
 CHECKED BY: MSO

**C2**

SHT. 2 of SHT. 2

## **WATERLINE RELOCATION AND MAINTENANCE AGREEMENT**

This Waterline Relocation and Maintenance Agreement (“Agreement”) is entered into this 10th day of November, 2020 by and between the City of Jackson (“City”), and the County of Amador (“County”). City and County are sometimes referred to as the “Party” and collectively as the “Parties”.

### **RECITALS**

**WHEREAS**, City is in the process of relocating a waterline through real property owned by the County of Amador, APN 020-070-041, and currently used as a library (“Library”).

**WHEREAS**, the relocation of the waterline and related facilities through the Library includes the construction of the facilities and attachment of those facilities to portions of the structure on the Library as depicted and described in Exhibit “A” (“Project”).

**WHEREAS**, upon completion of the Project, City will maintain the waterline and related facilities (“Waterline”) as described in this Agreement.

**NOW, THEREFORE**, for mutual and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Project. City shall perform or otherwise enter into a contract for the performance of the Project in accordance with plans, designs and schedules as submitted to County by City on or before the full execution of this Agreement. City shall be solely responsible for all costs of the Project.

2. Maintenance and Relocation of the Waterline. City shall repair, maintain, and replace the Waterline as necessary and may access the Library as necessary to do so. This Agreement provides City with a non-exclusive, irrevocable license to use and access the Library for all purposes reasonably necessary under this Agreement during its term. In the event that County modifies its use of the Library so that the Waterline is actually inconsistent with such use, City shall relocate the Waterline to a different area of the Library as reasonably determined by County. County shall provide City with sufficient notice of any necessary relocation.

3. Indemnification and Hold Harmless.

(a) Indemnification by City: City hereby agrees to defend, indemnify and hold harmless County from and against any and all claims, liability, expense, and legal fees of any nature including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with City’s activities under this Agreement and performance of the Project.

(b) Indemnification by County: County hereby agrees to defend, indemnify and hold harmless City from and against any and all claims, liability, expense, and legal fees of any nature including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with County's activities under this Agreement.

4. Term and Termination: The term of this Agreement shall be from the date of full execution by both Parties until the City determines in its sole discretion that the Library is not required for the Waterline. This Agreement may be terminated for cause by either Party after a reasonable opportunity for the breaching Party to cure any default.

5. Relationship of the Parties: Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between County and City and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other.

6. Representation of Authority: Each Party represents to the other that it has the authority to enter into this Agreement and that the individual signing this Agreement on behalf of their respective Parties has the authority to execute this Agreement and to bind their respective Parties to the terms and conditions of this Agreement.

7. Incorporation of Recitals: The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

COUNTY OF AMADOR

CITY OF JACKSON

BY: \_\_\_\_\_  
Patrick Crew  
Chairman, Board of Supervisors

BY: \_\_\_\_\_   
Bob Stimpson  
Mayor, City of Jackson

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Gregory Gillott, Amador County Counsel

BY: \_\_\_\_\_  
Josh Nelson, City Attorney

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Jennifer Burns, Clerk of the Board of Supervisors

BY: \_\_\_\_\_  
Jack Georgette, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: November 10, 2020

## **SUBJECT**

Social Services: Calworks Housing Support Program Budget Transfer Request and Budget Increase Request. Additional funds from the State have been received and need to be allocated to be included in the budget

## **Recommendation:**

Approval of Memo HSP Budget Transfer/Increase

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

No

## **Distribution Instructions:**

Distribution of copies to Donna Swanner, Social Services; Auditor-Controller

## **ATTACHMENTS**

- [2589\\_001.pdf](#)

# DEPARTMENT OF SOCIAL SERVICES

10877 Conductor Blvd. Sutter Creek, CA 95685 209-223-6550



Date: November 2, 2020

To: Amador County Board of Supervisors

From: Anne Watts   
Director, Department of Social Services

Re: Budget Transfer Request and Budget Increase Request  
CalWORKs Housing Support Program (HSP)

The Department of Social Services is requesting approval to increase its budget for the CalWORKs Housing Support Program (HSP).

The Department has received an augmentation to our base HSP allocation in the amount of \$24,628.00. These are FY 2019-2020 unspent funds that were reappropriated for use in FY 2020-2021 in accordance with the 2019 Budget Act.

Also, the Department is requesting to make a correction moving \$2,157.00 of HSP funding from Service and Supplies to Other Charges.

## RECOMMENDATION

Approve Budget Increase Request and Budget Transfer Request.

BUDGET TRANSFER REQUEST  
OR (CHECK ONLY ONE)  
 BUDGET INCREASE REQUEST

DATE: 10/20/2020

REQUESTED BY: Anne Watts 

DEPARTMENT: Social Services

APPROVED BY:

ADMINISTRATIVE OFFICER: \_\_\_\_\_ Date: \_\_\_\_\_

ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ Date: \_\_\_\_\_

BOARD OF SUPERVISORS: \_\_\_\_\_ Date: \_\_\_\_\_

AUDITOR/CONTROLLER: \_\_\_\_\_ Date: \_\_\_\_\_ Journal No.: \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$
5106	54031	24,628		11600/5106	45520	16,993	
					45130	7,635	

**REASON FOR THE REQUEST:**

Per County Fiscal Letter (CFL) 20/21-34, Amador DSS has received an augmentation to our base Housing Support Program (HSP) allocation in the amount of \$24,628.

**BUDGET TRANSFER:**

- TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL
- TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
- FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

**BUDGET INCREASE:**

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

**REVENUE APPROPRIATIONS:**

IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Revised 7/25/2019



# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: November 10, 2020

## **SUBJECT**

Social Services Director's Request to fill Eligibility Worker I/II Vacancies

## **Recommendation:**

Please approve request to fill vacancies.

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

No

## **Distribution Instructions:**

Human Resources, Auditor, Ann Watts, Social Services Director and Karen Scaccianoce Budget Director

## **ATTACHMENTS**

- [Eligibility Worker Vacancies.doc](#)



AMADOR COUNTY

**HUMAN RESOURCES DEPARTMENT**

• *Benefits*   • *Personnel*   • *Risk Management*  
(209) 223-6361   (209) 223-6456   (209) 223-6392

County Administration Center  
810 Court Street  
Jackson, California 95642  
Facsimile: (209) 223-6426  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: November 3, 2020

SUBJECT: Agenda Item for November 10, 2020 Board Agenda  
Social Services Request to fill Eligibility Worker I/II Vacancies

The Social Services Director has requested to fill two vacant Eligibility Worker I/II positions due to two recent resignations. There is adequate funding for these positions.

These positions are Merit System Positions and their standards and guidelines must be followed. Certain positions of County employment within the Department of Social Services are required by State law to be covered by the Merit System Personnel Standards of the 'State Personnel Board set forth in Title 2, Division % of the California Code of Regulations.

If the request to fill the two vacancies isn't approved, the department who is already experiencing staffing shortages, will be unable to continue to provide timely and efficient services to their clients.