

# **Solano County**

675 Texas Street  
Fairfield, California 94533  
[www.solanocounty.com](http://www.solanocounty.com)



## **Agenda - AMENDED**

**Tuesday, February 27, 2018**

**8:30 AM**

**Board of Supervisors Chambers**

### **Board of Supervisors**

*John M. Vasquez (Dist. 4), Chair*  
*(707) 784-6129*

*Erin Hannigan (Dist. 1), Vice-Chair*  
*(707) 553-5363*

*Monica Brown (Dist. 2)*  
*(707) 784-3031*

*James P. Spering (Dist. 3)*  
*(707) 784-6136*

*Skip Thomson (Dist. 5)*  
*(707) 784-6130*

SOLANO COUNTY BOARD OF SUPERVISORS  
HOUSING AUTHORITY, SPECIAL DISTRICTS,  
SOLANO FACILITIES CORPORATION, AND  
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

Temporary parking permits for the County Parking Garage are available from the Board Clerk for visitors attending the Board of Supervisors' meeting for more than 2 hours.

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please call the Office of the Clerk of the Board of Supervisors at 707-784-6100 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

Non-confidential materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Solano County Government Center, 6th Floor Receptionist's Desk, 675 Texas Street, Fairfield, during normal business hours.

If you wish to address any item listed on the Agenda, or Closed Session, please submit a Speaker Card to the Board Clerk before the Board considers the specific item. Cards are available at the entrance to the Board chambers. Please limit your comments to three minutes. For items not listed on the Agenda, please see items from the public below.

## **AGENDA**

### **CALL TO ORDER - 8:30 A.M.**

### **ROLL CALL**

### **CLOSED SESSION**

**1      [18-143](#)      *Conference with Real Property Negotiators:***

*Property: APN: 0130-262-010 - Old St. Mary's; Agency negotiators:  
Birgitta E. Corsello, County Administrator and Nancy Huston,  
Assistant County Administrator; Negotiating party: Jeremy Craig;  
Under negotiation: Price and terms  
Attachments:    [A - Memorandum](#)*

### **RECONVENE - 9:00 A.M.**

### **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**SALUTE TO THE FLAG AND A MOMENT OF SILENCE****PRESENTATIONS**Health and Social Services:

- 2      [18-107](#)      Approve and present a plaque of appreciation honoring Linda Elaine Bath, Ph.D., Mental Health Clinical Supervisor, upon her retirement from the Department of Health & Social Services, Behavioral Division with over 15 years of dedicated service to Solano County (Chair Vasquez)

County Administrator:

- 3      [18-85](#)      Receive a presentation and awards from the Food Bank of Contra Costa and Solano for participation in the 2017 "Peace, Love and Veggies Holiday Food Fight"

Health and Social Services:

- 4      [18-106](#)      Adopt and present a resolution recognizing the month of March 2018 as Social Work Recognition Month in Solano County (Supervisor Brown)

Attachments:    [A - Resolution](#)

**ITEMS FROM THE PUBLIC**

*This is your opportunity to address the Board on a matter not listed on the Agenda, but it must be within the subject matter jurisdiction of the Board. Please submit a Speaker Card before the first speaker is called and limit your comments to three minutes. The Board will hear public comments for up to fifteen minutes. Any additional public comments will be heard at the conclusion of the meeting. Items from the public will be taken under consideration without discussion by the Board and may be referred to staff.*

**ADDITIONS TO OR DELETIONS FROM THE AGENDA****APPROVAL OF THE AGENDA****PUBLIC COMMENT ON CONSENT CALENDAR**

*Each speaker shall have 3 minutes to address any or all items on the Consent Calendar.*

**APPROVAL OF THE CONSENT CALENDAR**

*The Board considers all matters listed under the Consent Calendar to be non-controversial or routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion unless Board members request specific items be discussed and/or removed from the Consent Calendar.*

## CONSENT CALENDAR

### GENERAL GOVERNMENT

#### Clerk of the Board of Supervisors:

- 5      [18-122](#)      Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors

Attachments:    [A - Appointment List](#)

- 6      [18-123](#)      Approve the minutes of the Solano County Board of Supervisors and First 5 Families and Children Commission joint special meeting on January 9, 2018 and the Board of Supervisors' regular meeting of January 23, 2018

Attachments:    [A - Minutes - January 9, 2018 Special Meeting](#)

[B - Minutes - January 23, 2018](#)

#### Board of Supervisors:

- 7      [18-114](#)      Adopt a resolution recognizing Devin Joseph Rock, member of Boy Scout Troop 180 in Vacaville, California, on achieving the rank of Eagle Scout

Attachments:    [A - Resolution](#)

#### County Counsel

- 8      [18-132](#)      Adopt a resolution approving a request for consolidating the elections of its governing body with the same date as the statewide general election for the Rural North Vacaville Water District

Attachments:    [A - Resolution](#)

[B - RNVWD Resolution 2017-38](#)

#### Information Technology-Registrar of Voters:

- 9      [18-113](#)      Approve an \$87,116 agreement with CherryRoad Technologies, Inc. for technical services associated with an implementation of eBenefits in the County's Human Resources Benefits Administration Application

Attachments:    [A - Contract](#)

**HEALTH AND SOCIAL SERVICES**Health and Social Services:

- 10      [18-118](#)      Accept a Follow-Up Report on the In-Home Supportive Services (IHSS) Program Internal Control Review issued on April 27, 2017  
*Attachments:*    [A - Link to IHSS Program Internal Control Review Agenda Item](#)
- 11      [18-121](#)      Approve a new, 5 year contract with Document Fulfillment Services, the current provider, for \$2,084,915 to provide CalWORKs Information Network (CalWIN) client correspondence to include printing and mailing services for Employment & Eligibility clients for the period beginning March 1, 2018 through June 30, 2022; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations  
*Attachments:*    [A - Contract](#)
- 12      [18-129](#)      Approve a contract with Community Clinic Consortium for \$205,000 to collect Social Determinant of Health (SDoH) and other risk factor data for Medi-Cal and CMSP eligible populations for the period beginning March 1, 2018 through December 31, 2019; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations  
*Attachments:*    [A - Contract](#)

**CRIMINAL JUSTICE**District Attorney:

- 13      [18-119](#)      Adopt a resolution amending the List of Numbers and Classifications of Positions in the District Attorney's Office of Family Violence Prevention to extend 1.0 FTE limited term Social Worker III from June 30, 2018 through June 30, 2019 to provide services to crime victims at the Solano Family Justice Center (SFJC)  
*Attachments:*    [A - Resolution](#)

**LAND USE/TRANSPORTATION**Resource Management:

- 14      [18-105](#)      Adopt a resolution accepting the dedication of 0.14 acres of right of way easement for public roadway and public utility purposes on Locke Road for Minor Subdivision MS-17-03(Fry)

Attachments:    [A - Map](#)  
                         [B - Resolution](#)

**MISCELLANEOUS ITEMS**Board of Supervisors:

- 15      [18-36](#)      Approve the appointment of Deborah Begley (Pilot Association Member) to the Nut Tree Airport Advisory Committee for a term expiring June 30, 2021; and Re-designate current Nut Tree Airport Advisory Committee member Brant Seghetti as the Business Pilot Member for a term ending June 30, 2020 (Continued from February 6, 2018)

Attachments:    [A - Minute Order](#)

**OTHER**In-Home Support Services Public Authority:

- 16      [18-112](#)      Adopt a resolution approving a collective bargaining agreement between Solano County In-Home Supportive Services Public Authority and SEIU, Local 2015; and Approve submission of the In-Home Supportive Services Program Public Authority Rate Request and supporting documentation to the State of California, Department of Social Services for its review and concurrence

Attachments:    [A - Resolution](#)  
                         [B - MOU](#)  
                         [C - SOC 449](#)  
                         [D - PA Rate Worksheet](#)

## **REGULAR CALENDAR**

### **Rescheduled Consent Items**

**Consider the following:**

- A)
- B)
- C)

### **BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS**

### **ADJOURN:**

*To the Board of Supervisors meeting of March 13, 2018 at 8:30 A.M., Board Chambers,  
675 Texas Street, Fairfield, CA*



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## Agenda Submittal

<b>Agenda #:</b>	1	<b>Status:</b>	Closed Session
<b>Type:</b>	Closed Session	<b>Department:</b>	County Counsel
<b>File #:</b>	18-143	<b>Contact:</b>	Dennis Bunting, 784-6145
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Conference with Real Property Negotiators:		
	Property: APN: 0130-262-010 - Old St. Mary's; Agency negotiators: Birgitta E. Corsello, County Administrator and Nancy Huston, Assistant County Administrator; Negotiating party: Jeremy Craig; Under negotiation: Price and terms		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Memorandum		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒



## CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
  - a. Number of applicants:\_\_\_\_\_
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)

Property: APN: 0130-262-010 - Old St. Mary's; Agency negotiators: Birgitta E. Corsello, County Administrator and Nancy Huston, Assistant County Administrator; Negotiating party: Jeremy Craig; Under negotiation: Price and terms
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
  - a. Significant exposure to litigation pursuant to GC § 54956.9 (b): One case
  - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
  - a. Claimant:\_\_\_\_\_
  - b. Agency against whom claim filed:\_\_\_\_\_
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
  - a. Consultation with:\_\_\_\_\_
- G. PUBLIC EMPLOYEE APPOINTMENT
  - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
  - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
  - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
  - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6);
- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
  - a. Estimated year of public disclosure:\_\_\_\_\_
- N. HEARINGS
  - a. Subject matter:\_\_\_\_\_

(nature of hearing, i.e. medical audit comm.,  
quality assurance comm., etc.)



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## Agenda Submittal

<b>Agenda #:</b>	2	<b>Status:</b>	Presentation
<b>Type:</b>	Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-107	<b>Contact:</b>	Gerald Huber
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve and present a plaque of appreciation honoring Linda Elaine Bath, Ph.D., Mental Health Clinical Supervisor, upon her retirement from the Department of Health & Social Services, Behavioral Division with over 15 years of dedicated service to Solano County (Chair Vasquez)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health & Social Services recommends that the Board approve and present a plaque of appreciation honoring Linda Elaine Bath, Ph.D., Mental Health Clinical Supervisor, upon her retirement from the Behavioral Health Division, with over 15 years of dedicated service to Solano County.

### **SUMMARY/DISCUSSION:**

Ms. Bath began her career with Solano County on April 29, 2002 as a Mental Health Program Coordinator with the Department of Health & Social Services, Mental Health Division. In August 2006, Ms. Bath promoted to a Mental Health Clinical Supervisor and worked in a variety of clinical settings that served adults and children in crisis. Already a Licensed Marriage and Family Therapist, Ms. Bath continued her education, earning a Ph.D. in Psychology in 2014.

Due to Ms. Bath's strong work ethic and focus, she has ensured that individuals and families receive the critical services and attention needed. She has exemplified a deep commitment to team work, and an understanding of how to accomplish critical tasks in very complex environments no matter the obstacles. Ms. Bath has earned the respect and admiration of colleagues, peers and external partners and is known for her passion, resourcefulness and deep commitment to delivering quality services for our most vulnerable citizens.

Throughout her tenure, Ms. Bath has been a dedicated and committed member of the Solano County family. She retired on July 30, 2017 with 15 years of service and will be greatly missed for her knowledge, compassion, professionalism, and dedication to Solano County and its residents.

### **FINANCIAL IMPACT:**

The cost of providing this plaque of appreciation is included in the County's FY2017/18 Adopted Budget. There is no additional impact to the General Fund.

**ALTERNATIVES:**

The Board could choose to not adopt this plaque of appreciation. This is not recommended as this is an opportunity to recognize Ms. Bath's dedication and contributions to Solano County.

**OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



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## Agenda Submittal

<b>Agenda #:</b>	3	<b>Status:</b>	Presentation
<b>Type:</b>	Presentation	<b>Department:</b>	County Administrator
<b>File #:</b>	18-85	<b>Contact:</b>	Matthew A. Davis, 784-6111
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive a presentation and awards from the Food Bank of Contra Costa and Solano for participation in the 2017 "Peace, Love and Veggies Holiday Food Fight"		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>			

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_ No X  
Public Hearing Required? Yes \_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board receive a presentation from Larry Sly, Executive Director, and Kathy Gleason, Corporate Donation Coordinator, of the Food Bank of Contra Costa and Solano to recognize the efforts of Solano County employees in the 2017 "Peace, Love and Veggies Holiday Food Fight" challenge.

### **SUMMARY:**

Since 2004, Solano County has been participating in an annual holiday food drive with Contra Costa County to raise funds for the Food Bank of Contra Costa and Solano. At the official end of the 2017 "Peace, Love and Veggies Holiday Food Fight" campaign, a net donation total of \$147,878 was reached, which includes employees and residents of both counties.

Food Bank of Contra Costa and Solano would like to recognize Solano County's Board of Supervisors, County employees and Friends of the County for their efforts, with a record breaking \$45,253 donated as part of the 2017 campaign and for a grand total of \$377,739 donated since the first friendly food fight competition in 2004. This funding has made a huge difference in the Food Bank's ability to support those who need it.

In 2012 and 2013, Solano County won the friendly food fight and held the 'Big Apple Trophy.' In 2014 and 2015 the trophy returned to Contra Costa. In 2016 and now again in 2017, the trophy will remain with Solano County. Employees donated an average of \$13.17 per person, a new record over the previous year of \$12.74. Contra Costa employees donated an average of \$12.87 per employee.

### **FINANCIAL IMPACT:**

Accepting the awards will have no impact on the County's finances.

### **DISCUSSION:**

The Food Bank of Contra Costa and Solano distributes approximately 7 million pounds of food annually throughout Solano County. Approximately 63,000 hungry people, including children and seniors, in Solano County are served by the Food Bank each month. Both perishable and non-perishable food is also provided to countless nonprofit agencies throughout the County such as food pantries, shelters, soup kitchens, senior and child care centers, and group homes. The Food Bank's mission is "leading the fight to end hunger, in partnership with our community and in service of our neighbors in need" and through continued community support, the Food Bank is able to accomplish this. For each \$5.00 raised, the Food Bank is able to provide 10 meals for residents in need.

The first annual counties care holiday food fight challenge began in 2004 with a challenge from Contra Costa County to join them in an annual event to raise funds to support food collection and distribution efforts in both counties, as well as some friendly competition. All funds raised by employees during the annual food fights are used to benefit the residents of the respective county.

In November 2017, Larry Sly, on behalf of Solano County Board of Supervisors, extended the annual friendly food fight challenge to competitively raise money for the Food Bank of Contra Costa and Solano to the Contra Costa County Board of Supervisors.

Solano County won the challenge in 2012 and 2013 with Contra Costa County regaining the title in 2014 and 2015. In 2016 the trophy returned to Solano County and will remain in Solano County in 2017. In 2017, Solano County collected \$13.17 per employee and Contra Costa County collected \$12.87 per employee. This represents a 2017 total of \$37,087 for Solano County and \$78,996 for Contra Costa County for a combined county employee total of \$116,083 for 2017.

In addition, since 2006 the Board of Supervisors of each county have encouraged residents of Solano and Contra Costa Counties to open their hearts and wallets to also assist the Food Bank of Contra Costa and Solano and its client organizations during the annual holiday food fight, thus creating the Friends of the Counties online donations. The combined 2017 total, including the Friends of the Counties, was \$147,878 and the net cumulative total since the first Counties Care Food Fight in 2004, including the Friends of the Counties, is \$1,737,207.

Solano County Cares Holiday Food Fight was led by Melinda Sandy and Tammi Ackerman in the County Administrator's Office. This year's goal was to raise \$13.00 per employee. With the assistance of 44 departmental Food Drive team leaders throughout the County, that goal was exceeded with \$13.17 per employee raised, which is a new all-time high for Solano County, beating last year's all-time high of \$12.74 per employee.

Below is a list of the departmental team leaders:

- Ashton Sturr - Agriculture
- Emilia Morrissey, Kyla Perrin, Brenda Mattson - Assessor/Recorder
- Jay Jada and Winter Voloria - Auditor/Controller
- Kelly Dwyer - Board of Supervisors
- Melinda Sandy and Tammi Ackerman - County Administrator
- Andrew Boatright - CAO/First 5 Solano
- Theda Peck - County Counsel
- Keli White - Department of Child Support Services
- Jenny McCoy - Department of Information Technology
- Stephanie Holiday, Tonya Covington - District Attorney
- Linda Cheesman - General Services
- Jackie Hernandez and Zachary Covington, Debrah Ditto - Health & Social Services (H&SS) (Admin)

- Rhonda Smith - H&SS (Child Welfare Services)
- Cristin Perez - H&SS (Employment and Eligibility, Exe. Court)
- Catherine Talavera - H&SS (Employment and Eligibility, Ex. Ct No Training)
- Rosemary Zalesky - H&SS (Employment and Eligibility, Vallejo Campus)
- Tiffany Bossi, Joy Bryant - H&SS (Medical Services)
- Lynne Pinkela, Patricia Zuniga - H&SS (Medical Services)
- Cindy Limerick, Joecilla San Nicolas, Genevieve Mauritz, Krisstina Feil - H&SS (Mental Health)
- Shelly Howisey - H&SS (Older and Disabled Adults)
- Terry Boucher - H&SS (Public Health)
- Elizabeth Garcia-Reyes - H&SS (Special Investigations Bureau)
- Nancy Gutierrez, Joy Cadiz - Human Resources
- Tamie Tvrdik and Cathy Perez - Library Services
- Maggie Luna - Probation
- Brianna Nobil - Alternate Defender
- Rebecca Fortune - Resource Management
- Catharine Senior - Sheriff/Coroner
- Elizabeth Sumner - Treasurer/Tax Collector/County Clerk
- Deborah Brook - Veteran Services

All County departments participated and donated dollars in the spirit of competition and have made a significant contribution toward alleviating hunger in Solano County. The following departments will be receiving trophies based on the most dollars contributed per departmental employee:

First Place: Veterans Services	\$383.33 / employee
Second Place: County Administrator / First 5	\$260.40 / employee
Third Place: Human Resources	\$129.13 / employee

In addition to the first, second and third place awards, special wood plaques will be given to the departments collecting the most dollars over the last five years as follows: Health and Social Services (H&SS) was the highest contributor of large departments of 200 or more employees with \$30,540; the District Attorney was the highest of medium departments of 75 - 199 employees with \$9,147, and Human Resources was the highest of small departments of fewer than 75 employees with \$12,983.

#### **ALTERNATIVES:**

The Board could choose not to receive the presentation; however, this alternative is not recommended as the Board has supported the annual counties holiday food fight challenge in the past and challenged Contra Costa County to the Food Fight in 2017.

#### **OTHER AGENCY INVOLVEMENT:**

All Departments and the Board of Supervisors participated in the Solano County Cares Holiday Food Fight challenge with Contra Costa County.



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## Agenda Submittal

<b>Agenda #:</b>	4	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-106	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution recognizing the month of March 2018 as Social Work Recognition Month in Solano County (Supervisor Brown)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_\_ No X  
Public Hearing Required? Yes \_\_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services (H&SS) recommends that the Board adopt and present a resolution recognizing the month of March as Social Work Month in Solano County.

### **SUMMARY/DISCUSSION:**

The month of March is designated nationwide as Social Work Month and remains an important opportunity to acknowledge Solano County's Social Workers for their invaluable contribution in helping individuals, families, children, and the elderly in need of care and protection. Nationally, more than 600,000 social workers face these challenging issues. Locally, more than 140 County Social Workers provide services through various programs including Child Welfare Services, Employment and Eligibility Services, Solano County Family Justice Center, Public Defender's Office, Older and Disabled Adults Services, Maternal Child and Adolescent Health Services, and Probation.

The 2018 Social Work Month theme is "***Social Workers: Leaders. Advocates. Champions.***" The theme was chosen to educate the public about the contributions of social workers and why the profession is so important in making society a better place to live. Social workers perform a multitude of tasks requiring knowledge and skills in psychology, crisis resolution, and complex legal requirements governing intervention on behalf of their clients. Social workers provide a 24-hour safety net for the protection of children, the disabled and the elderly, and provide services designed to improve and stabilize the lives of their clients. They also respond to and assist victims where allegations of violence have occurred and provide crisis management and intervention, resource coordination, biological and psychological social assessments, safety planning, case consultation, and arrange for treatment and services along with referral linkages.

Confronted with some of the most challenging issues facing individuals and families, social workers build solutions that help clients reach their full potential while consistently demonstrating compassion and creativity in working with clients in difficult situations. Social work is a profession driven by hope and advocacy and

oftentimes social workers serve as an immediate lifeline in crisis providing access to vital resources to the County's vulnerable population.

As the nation commemorates Social Work Month, it is important for the public to recognize social workers as leaders, strong advocates and champions. The exceptional work of Social Workers is acknowledged and valued by recognizing March 2018 as Social Work Month in Solano County.

**FINANCIAL IMPACT:**

There is no financial impact associated with the adoption and presentation of this resolution.

**ALTERNATIVES:**

The Board may choose not to adopt and present this resolution. This is not recommended as this is an opportunity to recognize the hard work and dedication of Solano County's Social Workers.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Resolution No. 2018 -

## RESOLUTION OF THE BOARD OF SUPERVISORS RECOGNIZING THE MONTH OF MARCH 2018 AS SOCIAL WORK MONTH IN SOLANO COUNTY

**WHEREAS**, March is designated as National Social Work Month, a time to recognize the contributions and efforts of Solano County Social Worker staff in various classifications who provide services to children, individuals, and families in need of care and protection in a number of programs; and

**WHEREAS**, the Social Workers in Child Welfare Services serve clients in the Emergency Response, Family Maintenance, Family Reunification, Permanency Planning, Adoptions, and Supportive Transition programs, working to support child safety, well-being and permanence; and

**WHEREAS**, the Social Workers in Older and Disabled Adult Services, Public Authority and the Public Guardian's Office assist elderly and disabled clients in the In-Home Supportive Services, Adult Protective Services, and Public Guardian's and Public Authority services to keep them safe and living in their own homes whenever possible; and

**WHEREAS**, the Social Workers in Employment and Eligibility Services work with adults to build and stabilize strong and financially independent families which nurture and support their children; and

**WHEREAS**, the Social Workers in Public Health in the Maternal Child and Adolescent Health Services program work to encourage healthy bonds between mothers and children, help women get into early and continuous prenatal care, link mothers with health insurance and pediatric appointments for their infants, and assist clients in achieving higher education through completion of their high school education/GED and/or college; and

**WHEREAS**, the Social Workers in the Solano County Family Justice Center assist victims who experience allegations of violence, provide crisis management and intervention, resource coordination, danger and risk assessments, safety planning, and case consultation, arrange for treatment and services and referral linkages, maintain records related to client services and fulfill legal reporting mandates; and

**WHEREAS**, the Social Workers in Probation assist youth in out of home care where staff work with the providers to ensure that Transitional Independent Living Plan goals are met and resources are being offered and utilized; and

**WHEREAS**, the Social Workers in the Public Defender's Office assist indigent clients in accessing programs, and obtaining services and housing to help reduce recidivism; and

**WHEREAS**, Social Workers confront difficult challenges facing our society and develop solutions to assist individuals, families, children and the elderly in crisis that creates hope and opportunity; in changing lives, they change communities. As the nation commemorates Social Work Month, it is important for the public to recognize social workers as leaders, strong advocates and champions for our community.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby recognizes the month of March 2018 as Social Worker Recognition Month in Solano County to salute the efforts of these dedicated County employees in the performance of their duties and assignments.

Dated this 27<sup>th</sup> of February, 2018

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JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



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## Agenda Submittal

<b>Agenda #:</b>	5	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Meeting Attendance Report	<b>Department:</b>	Clerk of the Board of Supervisors
<b>File #:</b>	18-122	<b>Contact:</b>	Jeanette Neiger, 784-6125
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Appointment List		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

Receive and file the Meeting Attendance Reports for the month of January 2018 from the members of the Board of Supervisors.

### **SUMMARY:**

The Monthly Meeting Attendance Reports may disclose meetings attended by each supervisor where compensation and reimbursement was received from the County and/or other agencies.

The Meeting Attendance Reports for January 2018, submitted by the Supervisors or their staff on their behalf, are on file with the Clerk of the Board and available for public inspection. These reports are also available for review in the public agenda packet binder during Board meetings. This report is submitted on a monthly basis to reflect the meeting attendance from the previous month.

A listing of the 2017 Board of Supervisors Appointments to various Boards and Commissions, some of which include per diem reimbursements, is attached for reference and in compliance with California Code of Regulations (Fair Political Practices Commission), title 2, section 18702.5(b)(3). The current Board of Supervisors Appointments is posted on the County's website at:

[<http://www.solanocounty.com/depts/bos/assignments.asp>](http://www.solanocounty.com/depts/bos/assignments.asp)

Government Code section 53232.3(d) requires that members of legislative bodies provide brief reports on meetings they attended for which they receive an expense reimbursement, such as meals, lodging and travel. Claims for reimbursement from the County for meeting attendance related expenses are processed by the Auditor/Controller and available for public inspection.

# 2018 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
<b>NATIONAL</b>												
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year				
<b>REGIONAL/STATE</b>												
ABAG Executive Board	Fred Castro, Clerk of the Board 415-820-7900	Primary	Alternate				Jan. 9, 2018	June 30, 2018	Board every 2 months, 3rd Thurs. 7 p.m.	\$150.00	\$0-\$1,000	Yes
ABAG General Assembly	Fred Castro, Clerk of the Board 415-820-7900	Primary	Alternate				Jan. 9, 2018	June 30, 2018	Twice a year	No		No
ABAG Regional Planning Committee	Miriam Chion 415-820-7900		Primary				Jan. 9, 2018	1 year	1st Wed. alternative months 1:00-3:00 p.m.	\$150.00	\$0-\$1,000	No
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021.	Marcy Hiratzka 415-749-5073			Primary			Jan. 9, 2018	4 year	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
BAAQMD Sub Committees	Marcy Hiratzka 415-749-5073			Primary			Jan. 9, 2018	4 year	9:30 a.m.	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
Bay Conservation and Development Commission	Lawrence Goldzband 415-352-3600			Primary	Alternate		Jan. 9, 2018	1 year	1st & 3rd Thurs., 1p.m.	\$100	\$2,000-\$3,000	Yes
California Fairs Financing Authority	Becky Bailey-Findley 916-263-6177				Primary		Jan. 9, 2018	1 year	Quarterly	No		Yes
CSAC, Board of Directors	Matt Cate, Executive Director 916-327-7500 ext. 506	Primary	Alternate				Jan. 9, 2018	1 year	2/16, 5/18, 9/7, 11/30	No		No
Delta County Coalition	Roberta Goulart 784-7914				Alternate	Primary	Jan. 9, 2018	1 year	As Needed	No		No
Delta Protection Commission	Ashley Medina 916-375-4800				Alternate	Primary	Jan. 9, 2018	1 year	Every other month	No		Yes
Delta Conservancy Board	Brandon Chapin 916-375-2091				Primary	Alternate	Jan. 9, 2018	2 year	4th Wed. alternate months beginning Jan. 9:00 - 12:00 p.m.			Yes
Delta Stewardship Council	Jessica Pearson 916-445-4500					Primary	Jan. 9, 2018	2 year	4th Thurs.(and often Friday) of the month	\$3,759.00	\$45,108	Yes
Northern California Counties Tribal Matters Consortium	Nancy Huston 784-6107 & Michelle Heppner 784-3002	Alternate			Primary		Jan. 9, 2018	1 year	As needed			No
Yolo-Solano Air Quality Board	Denise Almaguer 530-757-3675		Primary	Alternate	Primary	Primary	Jan. 9, 2018	1 year	2nd Wed., 9:00 a.m.	\$100.00	\$1,001-\$2,000	Yes
4 C's	Michelle Heppner 784-3002	Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 pm	No		Yes
4 C's Joint Steering Committee <b>*Vice Chair of 4C's and Chair of Board of Supervisors</b>	Michelle Heppner 784-3002	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		Yes
<b>REGIONAL/STATE - OTHER</b>												
Metropolitan Transportation Commission (MTC) <i>(Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)</i>	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	4th Wed., 9:30 am	\$100 + tolls & mileage	\$2,000-\$3,000	Yes
Bay Area Toll Authority (BATA) (MTC Member)	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	4th Wed., 9:30 am	\$100 + tolls & mileage	\$1,001-\$2,000	Yes
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Steven Heminger, Executive Director 510-817-5810			Primary			Feb. 10, 2015	4 years	As Needed	\$100 + tolls & mileage	\$0-\$1,000	Yes

# 2018 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
<b>COUNTYWIDE</b>												
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Tonya Nowakowski 784-8401 & Debbie Vaughn 784-6113	Primary					Jan. 9, 2018	2 year	As Needed	No		No
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year	Quarterly	No		Yes
First 5 Solano Commission	Andrew Boatright 784-1492	Primary					Jan. 9, 2018	1 year	1/10, 3/7, 4/4, 6/6, 8/8, 10/3, 10/21 Retreat 10-3 p.m., 12/5	\$100	\$0-\$1,000	Yes
In-Home Supportive Services Public Authority	Teri Ruggiero 784-8803	Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year	Jan., March, April, June, Aug., Oct., Nov. 3rd Mon. 2-4 p.m.			Yes
Juvenile Justice Coordinating Council	Christopher Hansen 784-4803	Primary					Jan. 9, 2018	1 year	As Needed	No		No
Law Library Board of Trustees	Bonnie Katz 784-1502	Primary					Jan. 9, 2018	1 year	Monthly	No		No
LAFCO	Michelle McIntyre 439-3897			Primary	Primary	Alternate	Jan. 9, 2018	1 year	2nd Mon. of even numbered months, 1:30 p.m.	\$100	\$0-\$1,000	Yes
Mental Health Advisory Board	Cindy Limerick 784-8336		Primary				Jan. 9, 2018	1 year	3rd Tues of the month with exception of July 4:30 - 6:00 p.m.	No		Yes
Remote Access Network Board	Angelica Russell 784-7048					Primary	Jan. 9, 2018	1 year	Last Thurs. in Feb., or March & Oct. 10:00 a.m.	No		No
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 9, 2018	1 year	As Needed	No		No
Solano Economic Development Corp.	Pat Uhrich 864-1855	Primary			Alternate		Jan. 9, 2018	1 year	1/12, 3/9, 5/11, 7/13, 9/14, 11/9 @ 9:00 am	No		No
Solano Land Trust	Nicole Byrd 432-0150 ext. 210				Primary		Jan. 9, 2018	1 year	1st Wed. at 5:30 p.m.	No		Yes
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt Walsh 784-3168	Alternate	Primary				Jan. 9, 2018	1 year	Quarterly	No		Yes
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 9, 2018	1 year	2nd Wed., 6:00 p.m.	\$100	\$1,001-\$2,000	Yes
Solano County Water Agency	Sandra McLean 455-1100	Primary	Primary	Primary	Primary	Primary	Jan. 9, 2018	1 year	2nd Thurs., 6:30 p.m.	100 + mileage	\$1,001-\$2,000	Yes
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Dist. 4 & 5 permanent primaries. Alternate Board member appointed annually)	Misty Kaltreider 784-3311			Alternate	Primary	Primary	Jan. 9, 2018	Alternate 1 year	2nd Thurs. each month @ 5:00 p.m.	No		Yes
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 9, 2018	1 year	As Needed	No		Yes
Solid Waste Independent Hearing Panel	Jag Sahota 784-3308				Primary		Jan. 9, 2018	1 year	As Needed	\$100	\$0-\$1,000	Yes
Travis Community Consortium	David White, Fairfield City Manager 428-7400				Alternate	Primary	Jan. 9, 2018	1 year	As Needed			No
Vacaville-Fairfield-Solano Greenbelt Authority	Brian Miller 428-7446			Primary	Primary		Jan. 9, 2018	1 year	As Needed	No		
Vallejo Flood & Wastewater District	Holly Charlety 644-8949 x202	Primary	Alternate				Jan. 9, 2018	1 year	2nd Tues. Jan.-July 6-7 p.m., 3rd Tues. Aug. 6-7 p.m., 2nd Tues. Sept.- Dec. 6-7 p.m.	\$100	\$1,001-\$2,000	Yes
Winters Branch Library Financing Authority	Chris Crist, Business Svcs. Manager 530-666-8083				Primary	Primary	Jan. 9, 2018	1 year	As Needed	No		Yes

# 2018 BOARD OF SUPERVISORS APPOINTMENTS

2 CCR 18702.59(b)(3)/Form 806

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Apointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required
<b>BOARD OF SUPERVISORS COMMITTEES</b>												
Cannabis Committee	Bill Emlen 784-6765	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		No
City of Vallejo Interagency Committee	City Manager's Office, City of Vallejo 648-4576	Primary	Primary				Jan. 9, 2018	1 year	As Needed	No		No
Fair Governance Committee	Nancy Huston, 784-6107		Primary			Primary	Feb. 6, 2018	1 year	As Needed	No		No
Health & Social Services & Family Justice Committee <b>Inactive</b>	Jerry Huber, 784-8400	Primary	Primary				Jan. 9, 2018	1 year	As Needed	No		No
Historical Records Committee	Dianne Luna 784-3105		Primary			Primary	Jan. 9, 2018	1 year	As Needed	No		No
Law & Justice Committee <b>Inactive</b>							Jan. 9, 2018	1 year	As Needed	No		
Legislation	Michelle Heppner 784-3002	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		No
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 9, 2018	1 year	As Needed	No		No
Public Art Committee	Kanon Artiche 784-2781	Primary			Alternate		Jan. 9, 2018	1 year	As Needed	No		No
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 9, 2018	1 year	As Needed	No		No
Senior Issues Committee	Jerry Huber, 784-8400		Primary		Primary		Jan. 9, 2018	1 year	As Needed	No		No
Solano 360 Committee Project	Nancy Huston 784-6107	Primary		Primary			Jan. 9, 2018	1 year	As Needed	No		No
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 9, 2018	1 year	As Needed	No		No
Solano Children's Alliance	Alan Kerzin 421-7229		Primary				Jan. 9, 2018	1 year	1st Wed., 12 p.m.	No		No
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 9, 2018	1 year	As Needed	No		No
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 9, 2018	1 year	As Needed	No		No
<b>TOTAL ASSIGNMENTS</b>		<b>27</b>	<b>19</b>	<b>20</b>	<b>30</b>	<b>18</b>						

REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT COMMITTEE MEMBERSHIP								
City	Contact Information	Committee Members	Appointment Date	Length of Term	Meeting Time	Compensation		Economic Interest Statement Required
Dixon	Joan Michaels-Aguilar 678-7000 ext. 108	<b>Supervisor Vasquez</b> Debbie Muhl-Public-at-Large	11/8/2016	June 30, 2018	Jan. 27 @ 6:30 p.m	No		Yes
Fairfield	David White 428-7399	<b>Supervisor Spering</b> Anthony Russo - Public-at-Large Chuck Timm - Public-at-Large	7/26/2016	June 30, 2018	As Needed	No		Yes
Rio Vista	Robert Hickey, City Manager 374-6451 Ext. 1101	<b>Supervisor Thomson</b> Jon Blegen - Public-at-Large	7/26/2016	June 30, 2018	As Needed	No		Yes
Suisun	Jason Garben 421-7347	<b>Supervisor Spering</b> Vacant - Public-at-Large	7/26/2016	June 30, 2018	As Needed	No		Yes
Vacaville	Claudia Archer 449-5112	<b>Supervisor Thomson</b> Dilenna Harris - Public-at-Large (primary) Ralph Cotton - Public-at-Large (alternate)	7/26/2016	June 30, 2018	4th Wed. each month @ 6 p.m. beginning in Feb.	No		Yes
Vallejo	Dawn Abrahamson 648-4527	<b>Supervisor Hannigan</b> Gary Truelsen - Public-at-Large	7/26/2016	June 30, 2018	3rd Thurs. each month at 8:30 a.m.	No		Yes
Updated 02-15-18								



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	6	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Minutes	<b>Department:</b>	Clerk of the Board of Supervisors
<b>File #:</b>	18-123	<b>Contact:</b>	Jeanette Neiger, 784-6125
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve the minutes of the Solano County Board of Supervisors and First 5 Families and Children Commission joint special meeting on January 9, 2018 and the Board of Supervisors' regular meeting of January 23, 2018		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Minutes - January 9, 2018 Special Meeting, B - Minutes - January 23, 2018		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_ No X  
Public Hearing Required? Yes \_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

Presented for your approval are the minutes of the Solano County Board of Supervisors and First 5 Families and Children Commission joint special meeting on January 9, 2018 and the Board of Supervisors' regular meeting of January 23, 2018.



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Minutes - Draft Board of Supervisors

*John M. Vasquez (Dist. 4), Chair  
(707) 784-6129*

*Erin Hannigan (Dist. 1), Vice-Chair  
(707) 553-5363*

*Monica Brown (Dist. 2)  
(707) 784-3031*

*James P. Spering (Dist. 3)  
(707) 784-6136*

*Skip Thomson (Dist. 5)  
(707) 784-6130*

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Tuesday, January 9, 2018

2:00 PM

Solano County Event Center  
Conference Room A

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### Special Meeting

#### CALL TO ORDER

*The Solano County Board of Supervisors and the First 5 Solano Children and Families Commission met on the 9th day of January 2018 in special session in the County Events Center, Room A, 601 Texas Street, Fairfield, California at 2:00 P.M. Present for the Board of Supervisors were Supervisors Hannigan, Brown, Spering, Thomson and Supervisor Vasquez. Present for the First 5 Solano Children and Families Commission were Commissioners Gerald Huber, Dan Ayala, Marisela Barbosa, Jennifer Barton, Aaron Crutison, Lisette Estrella-Henderson, and Nicole Neff. Also present were County Administrator Birgitta E. Corsello, County Counsel Dennis Bunting, First 5 Solano Executive Director Michele Harris, First 5 Solano Deputy Director Megan Richards, Assistant Director of Health and Social Services Tonya Nowakowski, Superintendent of the Juvenile Detention Facility Dean Farrah, Probation Services Manager Amy Potter, Applied Survey Research President Susan Brutschy and Applied Survey Research Vice-President of Evaluation Lisa Niclai.*

#### ROLL CALL

*As noted above, all members of the Board of Supervisors and First 5 Solano Children and Families Commission were present.*

**JOINT WORKSHOP**Board of Supervisors/First 5 Solano Children and Families Commission

- 1      **18-16**      Receive a presentation on the status of children and youth in Solano County and discuss the future direction of services across multiple agencies to achieve the best outcomes for children and youth

Attachments:      [A - Presentation](#)

*Supervisor Hannigan provided an introduction of the board members, commissioners and staff in attendance. She then provided an overview of the First 5 Solano Children and Families Commission (Commission).*

*Applied Survey Research Vice-President of Evaluation Lisa Niclai facilitated the meeting and presented an overview of the goals of the meeting, partners in the community that support children, research about pathways to children's development, critical milestones in a child's development, supporting data, milestones that matter for later outcomes, struggles that families go through in getting needed support, county population projections for 2018-2023, demographics of children in the county relating to ethnicity, reading/math proficiency rates and poverty, and a map of compounding factors equating to cumulative risk.*

*First 5 Solano Executive Director Michele Harris presented an overview of the First 5 Solano Children and Families Commission, including what First 5 Solano does, the services it provides and strategies for the future.*

*Solano County Superintendent of Schools Lisette Estrella-Henderson presented an overview of student enrollment, what the Solano County Office of Education does, student demographics relating to reading, math, graduation rates and social emotional well-being and strategies for the future.*

*Supervisor Hannigan asked if there were any questions.*

*In response to a question from Commissioner Neff and Commissioner Barton, Ms. Estrella-Henderson provided information regarding how multiple diagnosis of disabilities were accounted for in the demographics.*

*In response to questions from Supervisor Vasquez, Ms. Estrella-Henderson advised that career interest surveys were being conducted at high schools and would be used to build a career inventory list.*

*In response to a question from County Counsel Dennis Bunting, Ms. Estrella-Henderson provided information on the California Health Kids Survey noting that it did not ask why kids felt sad and advised that early contributors and factors could contribute to chronic sadness.*



*In response to questions from Supervisor Thomson, Ms. Niclai advised that they were not sure why children in poverty rates spiked in 2015. Ms. Harris advised that the target population for First 5 Solano was families with children 0-5 years old and noted that while they generally served the low-income, the programs were open to all. Ms. Richards noted that the data reported concerning the number of children on Medi-Cal that attended well-child visits was a requirement of the state. Ms. Harris provided information on how children were selected to attend the pre-kindergarten academies provided by First 5 Solano.*

*Solano County Superintendent of Juvenile Detention Dean Farrah and Probation Services Manager Amy Potter presented an overview of juvenile services, rates of youth in diversion, formal and informal programs, probation services, programs conducted by probation and the juvenile detention facility, youth booking rates, Challenge Academy program completion and post-graduation data, future strategies and initiatives, and results from collaborative efforts working with multiple agencies.*

*Solano County Health and Social Services (H&SS) Assistant Director Tonya Nowakowski presented an overview of county childhood obesity rates, youth asthma rates, rates of suicidal ideation and suicides in county children, percentage of children in food insecure households, percentage children having health insurance, substantiated child maltreatment rates and percentage of children without recurrence of substantiated maltreatment. She then presented an overview of the Health and Social Services divisions and programs, percentage of kindergarten children with all required immunizations, how H&SS is doing currently and where H&SS is headed in the future.*

*Solano County Director of H&SS Gerald Huber presented information on looking ahead for Solano County's children, including upstream vs. downstream investments, strengths, gaps, opportunities, and examples of system integration.*

*Ms. Niclai provided a review of critical milestones and factors in child development for early childhood through high school.*

*Supervisor Vasquez commented on continuous collaboration efforts to solve problems and the need to continue to progress.*

*Mr. Huber commented on a summit he had attended regarding leadership and the importance of constantly looking at doing things better from the consumer's view.*

*Commissioner Barbosa commented on her life experiences with speech delays and the importance of having support programs in place.*

*County Administrator Birgitta Corsello commented on collaboration efforts between County departments and community agencies to overcome challenges and work together. She noted that many groups and systems in place were mandated.*

*Supervisor Brown commented on the need to look at 10-15 year outcomes when crafting legislation, lost recesses and industrial arts in schools, and the need to look at whether children were being provided adequate food when they were not in school.*

*Commissioner Barbosa commented on the need to look at how technology played a role in youth development, on promotion of vocational schools and the status of youth that graduated from the Challenge Academy.*

*Mr. Farrah provided information on the Challenge Academy and noted that 49 youths had graduated from high school in the last few years.*

*Commissioner Barbosa commented on the need for resources and provision of a vision for Solano County's children.*

*Supervisor Hannigan noted that high school diploma programs were offered in a variety of programs.*

*Mr. Huber noted that research was showing that children and young adults are scoring the lowest for emotional intelligence ever, commenting that virtually every interaction has an electronic aspect and that there was a need to watch this.*

*Ms. Niclai noted that a kindergarten readiness survey indicated that more screen time equated to lower school readiness scores.*

*Ms. Estrella-Henderson noted that many large technology companies were being asked to address youth addiction to technology and commented on the need to advocate for large technologies companies to be involved in efforts.*

*Supervisor Hannigan commented on technology noting that it kept kids busy and that adults were not interacting with kids as much.*

*Commissioner Crutison commented on the number of families moving into the county due to economic hardship, a direct correlation between poverty and maltreatment and the need to look at strategies to address this and prepare for likely increases in the number of families in poverty.*

*Supervisor Hannigan commented on a documentary called The Tale of Two Zip Codes and the need for a multi-agency response to work with children and families in communities.*

*Supervisor Sperring commented on poverty, the need to address the breakdown of family structures, separation of schools from communities, lack of community synergy, third generations of families in need of services. He commented on families moving into the county to improve their environment and advised that he would like to see a "Solano Families Thrive" focus be taken to encourage families and change the culture.*

*Supervisor Thomson commented on the need to give a hand up and not a hand out. He then commented on the need for an accounting of all the services and programs and advised that tough funding decisions would have to be made as state and federal funding started going away. He also commented on missing early indicators in a child's development that led to probation and prison later and the need to improve expectations of those that we serve.*

*Mr. Farrah commented on how life experiences of children influenced their thinking, social skills and decisions.*

*Supervisor Hannigan commented on the need to give children a chance to correct mistakes they make.*

*Mr. Farrah noted his mantra of challenging children to succeed rather than daring them to fail.*

*Supervisor Hannigan commented on a recent exercise by First 5 Solano to look at funding and on the need to look at how to address funding together as a county.*

*Supervisor Hannigan invited the public to speak. The following comments were received:*

- A) Jane Johnson, Executive Director of Child Haven, commented on work being done by nonprofits and various agencies to help kids be successful, expansion of efforts because of support and out-of-the-box thinking, and the need to look at successes as well.*

*Supervisor Hannigan advised that the event was the beginning of ongoing conversation of how to help address issues and thanked staff for their work on the event.*

## **ADJOURN**

*This special meeting of the Solano County Board of Supervisors and the First 5 Solano Children and Families Commission adjourned at 4:50 P.M.*

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**JOHN M. VASQUEZ, Chair**  
Solano County Board of Supervisors

**BIRGITTA E. CORSELLO, Clerk**  
Solano County Board of Supervisors

By \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

675 Texas Street  
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## Minutes - Draft Board of Supervisors

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*Skip Thomson (Dist. 5)*  
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Tuesday, January 23, 2018

8:30 AM

Board of Supervisors Chambers

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## AGENDA

### CALL TO ORDER

*The Solano County Board of Supervisors met on the 23rd day of January 2018 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:30 A.M. Present were Supervisors Hannigan, Brown, Thomson and Chair Vasquez. Supervisor Spering was excused. Chair Vasquez presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Dennis Bunting.*

### ROLL CALL

**Present** 4 - John M. Vasquez, Erin Hannigan, Monica Brown and Skip Thomson

**Excused** 1 - James P. Spering

### CLOSED SESSION

*The Solano County Board of Supervisors recessed to Closed Session at 8:31 A.M. to discuss the following matters:*

- 1      [18-77](#)      Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary

Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

In-Home Supportive Services Authority representatives: Marc Fox, Jeannine Seher, Mark Love, Gerald Huber, Nancy Huston and Birgitta E. Corsello. Employee organization: SEIU Local 2015

Conference with Real Property Negotiators:

Property: 900 Fairgrounds Drive, Vallejo (APN 0052-240-560); Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, Michael Lango, General Services Director, Keith Hanson, Real Estate Manager and Stephen Hales, Solano County Fair Association General Manager; Negotiating party: Lew Cox; Under negotiation: Price and terms

Conference with Legal Counsel - Anticipated Litigation: One case

Attachments: [A - Memorandum](#)

## **RECONVENE**

*This meeting of the Solano County Board of Supervisors reconvened at 9:01 A.M. All members were present and Chair Vasquez presided.*

## **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

*County Counsel Dennis Bunting advised that there were no reports from Closed Session.*

## **SALUTE TO THE FLAG AND A MOMENT OF SILENCE**

*This meeting of the Solano County Board of Supervisors continued with the Salute to the Flag and a Moment of Silence.*

**PRESENTATIONS**

- 2      [18-53](#)      Adopt and present a resolution and plaque of appreciation honoring Cecilia Ann Hill, Employment Resource Specialist Supervisor, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Services Division with over 35 years of dedicated service to Solano County (Supervisor Hannigan)
- Attachments:*      [A - Resolution](#)  
                                 [Adopted Resolution](#)  
                                 [Minute Order](#)
- On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2018-13 honoring Cecilia Ann Hill, Employment Resource Specialist Supervisor, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Services Division with over 35 years of dedicated service to Solano County. So ordered by 4-0. (see Resolution Book)**
- Enactment No: Resolution 2018-13**
- 3      [18-52](#)      Adopt and present a resolution and plaque of appreciation honoring Lieutenant Eric B. Thelen upon his retirement from the Sheriff's Office with over 29 years of dedicated public service to Solano County (Chair Vasquez)
- Attachments:*      [A - Resolution](#)  
                                 [Adopted Resolution](#)  
                                 [Minute Order](#)
- On motion of Chair Vasquez, seconded by Supervisor Hannigan, the Board adopted and presented Resolution No. 2018-14 honoring Lieutenant Eric B. Thelen upon his retirement from the Sheriff's Office with over 29 years of dedicated public service to Solano County. So ordered by 4-0. (see Resolution Book)**
- Enactment No: Resolution 2018-14**
- 4      [18-49](#)      Adopt and present a resolution and plaque of appreciation honoring Custody Sergeant Tina Arcand upon her retirement from the Sheriff's Office with over 28 years of dedicated public service to Solano County (Chair Vasquez)
- Attachments:*      [A - Resolution](#)  
                                 [Adopted Resolution](#)  
                                 [Minute Order](#)
- On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2018-15 honoring Custody Sergeant Tina Arcand upon her retirement from the Sheriff's Office with over 28 years of dedicated public service to Solano County. So ordered by 4-0. (see Resolution Book)**
- Enactment No: Resolution 2018-15**

**RECESS**

*This meeting of the Solano County Board of Supervisors recessed at 9:37 A.M. and reconvened at 10:03 A.M. All members were present and Chair Vasquez presided.*

- 5**      [18-45](#)      Adopt and present a resolution and plaque of appreciation honoring Alicia Campos, Eligibility Benefits Specialist III, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Division with over 27 years of dedicated service to Solano County (Supervisor Thomson)

Attachments:      [A - Resolution](#)  
                         [Adopted Resolution](#)  
                         [Minute Order](#)

**On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2018-16 honoring Alicia Campos, Eligibility Benefits Specialist III, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Division with over 27 years of dedicated service to Solano County. So ordered by 4-0. (see Resolution Book)**

**Enactment No: Resolution 2018-16**

- 6**      [18-50](#)      Adopt and present a resolution and plaque of appreciation honoring Correctional Officer Rebecca Beck upon her retirement from the Sheriff's Office with over 26 years of dedicated service to Solano County (Supervisor Thomson)

Attachments:      [A - Resolution](#)  
                         [Adopted Resolution](#)  
                         [Minute Order](#)

**On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2018-17 honoring Correctional Officer Rebecca Beck upon her retirement from the Sheriff's Office with over 26 years of dedicated service to Solano County. So ordered by 4-0. (see Resolution Book)**

**Enactment No: Resolution 2018-17**

- 7      [18-55](#)      Adopt and present a resolution and a plaque of appreciation honoring Carol L. Marves, Supervising Group Counselor, upon her retirement from the Solano County Probation Department with over 25 years of dedicated service to Solano County (Supervisor Brown)

Attachments:      [A - Resolution](#)  
                         [Adopted Resolution](#)  
                         [Minute Order](#)

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2018-18 honoring Carol L. Marves, Supervising Group Counselor, upon her retirement from the Solano County Probation Department with over 25 years of dedicated service to Solano County. So ordered by 4-0. (see Resolution Book)

Enactment No: Resolution 2018-18

- 8      [18-63](#)      Receive a presentation from the Assessor/Recorder on the selection of Michelle Morehouse for "Employee of the Month" for February 2018

Attachments:      [Minute Order](#)

Received

## ITEMS FROM THE PUBLIC

*Chair Vasquez invited members of the public to address the Board on matters not listed on the agenda but within the subject matter jurisdiction of the Board. The following comments were received:*

*A) Donald Tipton, unincorporated Vallejo, commented on the need for direct representation from District 2 on the Vallejo Flood & Wastewater District.*

*B) Kathy Abreu, Fairfield, commented on concerns with 18 wheelers on Link Road, Hale Ranch Road and Ritchie Road and requested updated road signs to prevent the trucks from driving on the roads.*

*Supervisor Brown noted that she had been speaking with Ms. Abreu and that Resource Management was already aware of the issue.*

*C) Marcos Zepeda, Rio Vista, commented on the need for a wage increase for IHSS providers.*

*D) Carl Vinson, SEIU Local 2015, commented on the need for a wage increase for IHSS providers.*

*E) David Werlin, SEIU Local 2015, commented on the need for a wage increase for IHSS providers.*

*F) George Guynn, Jr., Suisun City, commented on regional government.*



**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

*There were no additions to or deletions from the Solano County Board of Supervisors' agenda for January 23, 2018.*

**APPROVAL OF THE AGENDA**

On motion of Supervisor Hannigan, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for January 23, 2018 as submitted. So ordered by 4-0 vote.

**PUBLIC COMMENT ON CONSENT CALENDAR**

*Chair Vasquez invited members of the public to address the Board on items listed on the Consent Calendar. There was no public comment.*

*Supervisor Thomson commented on the retirement of Nadeen Roach.*

*Chair Vasquez also commented on Ms. Roach's retirement.*

**APPROVAL OF THE CONSENT CALENDAR**

On motion of Supervisor Hannigan, seconded by Supervisor Thomson, the Board approved the following Consent Calendar items by 4-0 vote.

**CONSENT CALENDAR**

- 9      [18-65](#)      Adopt a resolution recognizing the significance of Black History Month
- Attachments:*      [A - Resolution](#)  
                                 [Adopted Resolution](#)  
                                 [Minute Order](#)
- Adopted**
- Enactment No: Resolution 2018-19**
- 
- 10      [18-78](#)      Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors
- Attachments:*      [A - Appointment List](#)  
                                 [Minute Order](#)
- Received and Filed**

**11**      [18-74](#)

Adopt a resolution authorizing the County to establish a retirement savings plan, in accordance with Internal Revenue Code section 401(a) (deferred compensation plan) for employees represented by the Union of American Physician and Dentists, Bargaining Unit 1; and Designate the Human Resources Director as the administrator of the plan

Attachments:      [A - Resolution](#)  
                         [Adopted Resolution](#)  
                         [Minute Order](#)

**Adopted**

**Enactment No: Resolution 2018-20**

**12**      [18-71](#)

Accept a report from the Auditor-Controller on the review of the Agreed-Upon Procedures for the County Assessor/Recorder's Social Security Number Truncation Program

Attachments:      [A - Report](#)  
                         [Minute Order](#)

**Accepted**

**13**      [18-72](#)

Accept the Audit of the Treasurer-Tax Collector's Records and Accounts Relating to Property Tax Redemption for the period of July 1, 2014 through June 30, 2017

Attachments:      [A - Redemption Report](#)  
                         [Minute Order](#)

**Accepted**

**14**      [18-70](#)

Approve three-year agreements beginning January 23, 2018 with FirstCarbon Solutions of Walnut Creek, Stantec Consulting Services, Inc. of Walnut Creek, and Vollmar Natural Lands Consulting, Inc. of Berkeley to provide as-needed environmental consulting services; and Authorize the County Administrator or designee to execute the contracts and any amendments within approved project budgets

Attachments:      [A - Agreement - First Carbon Solutions](#)  
                         [B - Agreement - Stantec](#)  
                         [C - Agreement - Vollmar](#)  
                         [D - Responding Firms](#)  
                         [Executed Agreement - First Carbon Solutions](#)  
                         [Executed Agreement - Vollmar Natural Lands Consulting, Inc.](#)  
                         [Executed Agreement - Stantec Consulting Services, Inc.](#)  
                         [Minute Order](#)

**Approved**

- 15      [18-57](#)      Adopt a resolution and plaque of appreciation honoring Nadeen Roach, Eligibility Benefits Specialist II, upon her retirement from the Department of Health & Social Services, Employment & Eligibility Services Division with over 20 years of dedicated service to Solano County

Attachments:      [A - Resolution](#)  
                             [Adopted Resolution](#)  
                             [Minute Order](#)

**Adopted**

**Enactment No: Resolution 2018-21**

- 16      [18-58](#)      Consider approval of the annual Mental Health Services Act FY2017/18 Update for services rendered in FY2016/17 as required by law

Attachments:      [A - Link to MHSA Update](#)  
                             [Minute Order](#)

**Approved**

- 17      [18-54](#)      Approve an agreement with the City and County of San Francisco to receive \$104,590 in accordance with the Department of Homeland Security Urban Area Security Initiative for the period of November 1, 2017 through February 29, 2019; Authorize the County Administrator to execute the agreement; Approve an Appropriations Transfer Request of \$104,590 to recognize unanticipated grant revenue and related appropriations to enhance the ability to prevent, protect, respond to and recover from terrorist activity in the Solano Operational Area (4/5 vote required); Approve fixed asset purchase of six or more automated license plate reader systems; and Adopt a resolution under the 2017 Urban Area Security Initiative authorizing the Sheriff and his designees to take action necessary to accept and administer this grant and to sign associated modifications, contracts and reimbursement forms

Attachments:      [A - 2017 UASI Agreement](#)  
                             [B - Resolution](#)  
                             [Adopted Resolution](#)  
                             [Executed Agreement](#)  
                             [Minute Order](#)

**Approved and Adopted**

**Enactment No: Resolution 2018-22**

- 18      [18-68](#)      Authorize the District Attorney to submit a grant proposal to the California Office of Traffic Safety for a maximum grant amount of \$436,600 for the period of October 1, 2018 to September 30, 2019 for the acquisition of a Liquid Chromatograph with Tandem Mass Spectrometry (LC-MS/MS) instrument with the capability to provide full-spectrum toxicological analysis for driving under the influence of drugs (DUID)

Attachments:      [A - Grant Proposal](#)  
                             [B - Facility Upgrade Estimate](#)  
                             [Minute Order](#)

**Approved**

### **MISCELLANEOUS ITEMS**

- 19      [18-38](#)      Approve the re-designation of Dr. Richard J. Barry (Member-At-Large) of the Alcohol and Drug Advisory Board to fill the District 4 representative seat for a term to expire January 23, 2021

Attachments:      [Minute Order](#)

**Approved**

- 20      [18-41](#)      Approve the reappointment of Bill Petersen to the Montezuma Fire Protection District, representing District 5, for a term to expire March 1, 2021

Attachments:      [Minute Order](#)

**Approved**

- 21      [18-40](#)      Approve the reappointment of Robert Gildert to the Vacaville Fire Protection District, representing District 5, for a term to expire July 1, 2021

Attachments:      [Minute Order](#)

**Approved**

- 22      [18-46](#)      Approve the reappointment of Lee Williams to the Solano County Fair Board of Directors, representing District 5, for a term to expire August 1, 2021

Attachments:      [Minute Order](#)

**Approved**

## REGULAR CALENDAR

23

[18-32](#)

Receive a presentation and accept the Solano County Comprehensive Annual Financial Report (CAFR), Report to the Board of Supervisors, Report to Management and the Single Audit Report for the fiscal year ended June 30, 2017; and the Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) for the fiscal year ended June 30, 2018

Attachments:     [A - Report to the Board of Supervisors](#)  
                             [B - GANN Limit \(AUP\)](#)  
                             [C - Report to Management](#)  
                             [D - Single Audit Report](#)  
                             [E - Link to Comprehensive Annual Financial Report \(CAFR\)](#)  
                             [Minute Order](#)

*Auditor-Controller Simona Padilla Scholtens introduced the item.*

*Assistant Auditor-Controller Phyllis Taynton provided an overview of the reports.*

*In response to a question from Supervisor Brown, Ms. Taynton provided information on the GANN Limit rules concerning calculations for proceeds of taxes.*

*Supervisor Thomson commented on PERS unfunded liability, the need to be proactive and think creatively to get control of the unfunded liability, and on a California Supreme Court case regarding funding and limits of retirement for current employees.*

*Ms. Scholtens provided information on the Pension Advisory Committee's past recommendations to put money away for unfunded liability and noted that CalPERS was looking at making some changes in the next few years to reduce amortization periods which would increase employer contributions. She advised that the committee was looking at what options to recommend to address this issue and noted that the audit reports were showing that the Solano County Fair continued to have negative numbers and were not improving.*

*In response to a question from Chair Vasquez, Ms. Taynton noted that the County had a pension obligation liability of \$1.1 million for the fair.*

*In response to a question from Supervisor Thomson, Ms. Padilla-Scholtens noted that court employees were excluded from the County's unfunded liability number. She advised that court employees were part of the CalPERS actuary report but were the responsibility of the state.*

**Received**

**24**      **18-48**

Receive the State mandated Child Welfare Services County Self-Assessment (CSA) Plan for the period of August 2012 - August 2017; and Receive and approve Solano County's System Improvement Plan for the period of January 2018 - January 2023

Attachments:      [A - 2017 System Improvement Plan](#)  
                         [B - Signature Page](#)  
                         [Presentation](#)  
                         [Minute Order](#)

*Director of Health and Social Services Gerald Huber introduced the item.*

*Deputy Director of Health and Social Services Child Welfare Services Aaron Crutison provided an overview of the System Improvement Plan (Plan) for the period of January 2018 - January 2023.*

*In response to questions from Chair Vasquez, Mr. Crutison provided information on foster care family placement. Mr. Huber also provided information of foster care family placement that was coming from other counties.*

*Mr. Crutison continued to provide an overview of the Plan.*

*Supervising Deputy Probation Officer Adrienne Chambers provided information from the Probation Department relating to the Plan.*

*In response to a question from Chair Vasquez, Ms. Chambers advised that innovative programs were being conducted to reduce juvenile recidivism.*

*Ms. Chambers continued to provide information from Probation as it related to the Plan.*

*In response to a question from Supervisor Brown, Ms. Chambers noted that Probation placed a large number of youths in group homes outside of the county.*

*Supervisor Hannigan requested that staff bring back on update in one year on the progress made towards meeting the goals presented. She then commented on concerns with placement stability, finding a right fit for a child in placement in a home and mental health services for children.*

*Mr. Crutison provided information on placement matching strategies and children's mental health services.*

*Supervisor Brown asked whether a foster child would have an IEP (Individualized Education Plan) in place to assist teachers know that the child needed services and what services were already being provided. She then asked for a flowchart that showed the available services for a person depending on what their needs were.*

*Mr. Crutison noted that there was an online flowchart of services that would be sent to the Board. He then noted that staff was involved with the Solano County Office of Education to manage IEPs as part of the process for foster care placement.*

*Supervisor Brown commented on the need for tracking of a foster child's schooling and for teachers to have something that tells them what the foster child needs in the classroom.*

*Ms. Chambers noted that placement officers do participate in the IEP meetings with the schools.*

*Supervisor Thomson commented on the strengths of probation officers and thanked them for their work.*

*Chief Deputy Clerk Jeanette Neiger announced that the presentation for this agenda item was available online in addition to the hardcopies that were present in the Board Chamber.*

**On motion of Supervisor Hannigan, seconded by Supervisor Thomson, the Board approved Solano County's System Improvement Plan for the period of January 2018 - January 2023. So ordered by 4-0 vote.**

## **BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS**

*Chair Vasquez noted that following Board comments, the Board would be adjourning back to Closed Session with no report out.*

*Chair Vasquez invited members of the Board to make comments or reports on meetings. The following comments were received:*

*A. Supervisor Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Patricia Joan Sessler, an active member of the Vallejo community.*

*B. Supervisor Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Parker Taft, an active member of the Vallejo community.*

*County Counsel Dennis Bunting also commented on the passing of Mr. Taft.*

*C. Chair Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Edward Raymond Lake, an active member of the Vacaville community.*

*D. Chair Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Yoshio "Yosh" Nakatani, an active member of the Vacaville community.*

*E. Chair Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Al Albacete, an active member of the Vacaville community.*

**ADJOURN:**

*This meeting of the Solano County Board of Supervisors adjourned at 12:15 P.M. in memory of Patricia Joan Sessler, Parker Taft, Edward Raymond Lake, Yoshio "Yosh" Nakatani, and Al Albacete. Next meeting of the Solano County Board of Supervisors will be February 6, 2018 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.*

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**JOHN M. VASQUEZ, Chair**  
Solano County Board of Supervisors

**BIRGITTA E. CORSELLO, Clerk**  
Solano County Board of Supervisors

By 

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**Jeanette Neiger, Chief Deputy Clerk**





# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	7	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Board of Supervisors
<b>File #:</b>	18-114	<b>Contact:</b>	Adrienne Patterson, 784-6131
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution recognizing Devin Joseph Rock, member of Boy Scout Troop 180 in Vacaville, California, on achieving the rank of Eagle Scout		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 5		
<b>Attachments:</b>	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_ No X  
Public Hearing Required? Yes \_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Thomson requests that the Board adopt a resolution recognizing Devin Joseph Rock, member of Boy Scout Troop 180 in Vacaville, California, on achieving the rank of Eagle Scout.

### **SUMMARY/DISCUSSION:**

The rank of Eagle Scout is the highest rank a member of the Boy Scouts of America can achieve, and represents many years of hard work and dedication. To become an Eagle Scout, one has demonstrated leadership, citizenship, responsibility, and tenacity. With 11 years of scouting, Devin has completed all the requirements of Eagle Scout, including the Eagle Scout Service Project. During his time, Devin, along with his Scout Troop, created a pad and assembled bleachers for their local soccer field. Devin also achieved the highest rank in Cub scouting award, the Arrow of Light, 24 Merit Badges, and the ranks of Scout, Tenderfoot, Second Class, Star and Life. Devin Rock has accomplished a great achievement in earning the Eagle Scout rank, to be awarded on March 11, 2018.

### **FINANCIAL IMPACT:**

There is no fiscal impact associated with this resolution.

### **ALTERNATIVES:**

The Board could choose not to adopt this resolution. This is not recommended because this is an opportunity to recognize Devin Rock on achieving the highest rank in the Boy Scouts of America.

### **CAO RECOMMENDATION:**

## APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018 –

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING DEVIN JOSEPH ROCK, MEMBER OF BOY SCOUT TROOP 180 IN VACAVILLE, CALIFORNIA, ON ACHIEVING THE RANK OF EAGLE SCOUT**

**WHEREAS**, the rank of Eagle Scout is the highest rank a member of the Boy Scouts of America can achieve, and represents many years of hard work and dedication. To become an Eagle Scout, one has demonstrated leadership, citizenship, responsibility, and tenacity; and

**WHEREAS**, earning the rank of Eagle Scout is a remarkable accomplishment. Scouts are required to earn at least 21 Merit Badges, including those of: First Aid, Citizenship in the Community, Citizenship in the Nation, Citizenship in the World, Communication, Environmental Science, Personal Fitness, Camping, Family Life, Personal Management, Emergency Preparedness or Lifesaving, and Hiking. Eagle Scouts also plan, develop and lead a service project for their community, school, or religious organization; and

**WHEREAS**, Devin Rock has been scouting for 11 years. As a Cub Scout, Devin received the highest rank of Arrow of Light. For his Eagle Scout Service project, Devin created a pad and assembled bleachers for the local soccer field. During his scouting experience, Devin earned 24 Merit Badges and achieved the ranks of Scout, Tenderfoot, Second Class, First Class, Star, and Light.

**NOW, THEREFORE, BE IT RESOLVED**, that the Solano County Board of Supervisors does hereby honor Devin Joseph Rock for his personal achievements and for his contributions to the citizens of Solano County. In addition, we extend our appreciation to his family members, troop leaders, and community members that encouraged and inspired Devin's achievements.

Dated this 27<sup>th</sup> of February, 2018

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JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

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www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	8	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	County Counsel
<b>File #:</b>	18-132	<b>Contact:</b>	Dennis Bunting, 784-6145
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution approving a request for consolidating the elections of its governing body with the same date as the statewide general election for the Rural North Vacaville Water District		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - RNVWD Resolution 2017-38		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

Adopt a resolution approving Resolution No. 2017-38 of the Rural North Vacaville Water District that consolidates the elections of its governing body with statewide general elections, which will move the current election dates from odd-numbered years to even-numbered years. [Elec. Code, § 10404 (a).]

### **SUMMARY:**

As required by Elections Code section 10404, subdivision (a), the Rural North Vacaville Water District ("District") adopted a resolution that consolidates the elections of its governing board members be held on the same date as the statewide general election, which will move the current election dates of its elected board members from odd-numbered to even-numbered years. Section 10404, subdivision (e) requires that the Board of Supervisors ("Board") approve the resolution and the consolidation request unless it finds that Solano County's ballot style, voting equipment or computer capacity is such that additional elections or materials cannot be handled.

### **FINANCIAL IMPACT:**

As required by Elec. Code, § 10404, subds. (d) & (e), the Registrar of Voters advises that it will not experience any financial impacts due to this proposed change. The proposed action is not only cost effective but also the impact on election services is negligible because the number of voters in the District is quite small, approximately 726, few elections involve multiple candidates and the last election expenses amounted to less than \$8,100.

### **DISCUSSION:**

On October 10, 2017, the District's Board of Directors adopted Resolution No. 2017-38, changing the date of

the elections of its Board of Directors to the same date as the statewide general election held in even-numbered years. The resolution also extends the term of office of each currently elected Board of Director. A copy of the resolution is attached.

Section 10404, subdivision (e) mandates that the Board approve Resolution No. 2017-38 and the consolidation request unless it finds that the County's ballot style, voting equipment or computer capacity is such that the additional elections or materials cannot be handled.

Because no evidence exists to support such a finding, we recommend that the Board approve the resolution and consolidation, which would move the date of the District's elections of its Board of Directors from odd-numbered years to even-numbered years.

**ALTERNATIVES:**

The Board can only deny the request if it finds that the Registrar of Voters cannot conduct the elections as set forth in Elections Code section 10404, subdivision (e).

**OTHER AGENCY INVOLVEMENT:**

The District submitted its resolution and consolidation request to the Clerk of the Board. We consulted with the Registrar of Voters.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

**Resolution No. 2018- \_\_\_\_\_**

**Resolution of the Solano County Board of Supervisors  
Approving Resolution No. 2017-38 and  
Consolidation Request of the Rural North Vacaville Water District  
[Elections Code, § 10404]**

**WHEREAS**, the Solano County Board of Supervisors shall approve or disapprove a resolution and a request to consolidate the elections of its governing body members with statewide general elections when presented with a resolution of a special district as provided for in Elections Code section 10404; and

**WHEREAS**, on October 10, 2017, the Rural North Vacaville Water District Board of Directors adopted Resolution No. 2017-38, moving the date of its board member elections to the date of the statewide general elections held in even-numbered years. The resolution also extends the term of office of each currently elected board member; and

**WHEREAS**, Solano County's ballot style, voting equipment and computer capacity can handle the additional elections and materials of the requested consolidation.

**RESOLVED**, the Solano County Board of Supervisors approves the Rural North Vacaville Water District's Resolution No. 2017-38 and its request for consolidation of its governing board members' elections with the statewide general elections, effective in 2020.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on February 27, 2018 by the following vote:

AYES:            SUPERVISORS: \_\_\_\_\_

\_\_\_\_\_

NOES:           SUPERVISORS \_\_\_\_\_

EXCUSED:       SUPERVISORS \_\_\_\_\_

\_\_\_\_\_  
JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk

RESOLUTION NO. 2017-38

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RURAL NORTH VACAVILLE WATER DISTRICT  
ADOPTING THE REQUIREMENTS TO TRANSITION FROM ODD-YEAR TO EVEN-YEAR GOVERNING BOARD  
ELECTIONS**

**WHEREAS**, the Rural North Vacaville Water District ("District") shall approve or disapprove a request to consolidate board member elections with statewide general elections when presented with a resolution as provided for in Elections Code section 10404; and

**WHEREAS**, this change was necessary after the District received notice from the Solano County Registrar of Voters that Senate Bill ("SB") 415 requires the District to transition from odd-year to even-year governing board elections; and

**WHEREAS**, the District determined that it was in the best interest to consolidate elections with the Solano countywide general elections in order to receive greater voter input due to higher voter turnout for general elections; and

**WHEREAS**, the terms of current Board members shall be extended as necessary, but no more than 12 months. Three board seats that will expire in 2019 will be extended to 2020 and two board seats that will expire in 2021 will be extended to 2022.

NOW, THEREFORE, BE IT RESOLVED that the Rural North Vacaville Water District Board of Directors approves the request for consolidation of its Governing Board member elections with the statewide general elections effective 2017.

PASSED AND ADOPTED by the Rural North Vacaville Water District Governing Board at its regular meeting on October 10, 2017, by the following vote:

AYES: Chris Calvert, Bob Whitehouse, Mike Bianco, Elizabeth Miles, Joe Gates  
NOES: none  
ABSENT: none



Chris Calvert, President  
Rural North Vacaville Water District  
Board of Directors



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	9	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Information Technology - Registrar of Voters
<b>File #:</b>	18-113	<b>Contact:</b>	Ira Rosenthal, 784-2703
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve an \$87,116 agreement with CherryRoad Technologies, Inc. for technical services associated with an implementation of eBenefits in the County's Human Resources Benefits Administration Application		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Information Technology recommends that the Board of Supervisors:

1. Approve an agreement for \$87,116 with CherryRoad Technologies, Inc. to provide technical support services in the implementation of new functionality in Solano County's PeopleSoft eBenefits Application.
2. Authorize the Chief Information Officer to execute the agreement and any amendments within 10% of the contract amount.

### **SUMMARY/DISCUSSION:**

The Department of Information Technology is recommending that the Board approve an agreement for \$87,116 with CherryRoad Technologies, Inc. to provide technical services for the implementation of PeopleSoft's eBenefits functionality.

The PeopleSoft Human Resources and Payroll System has been in use by the County since the 1990's. It currently provides payroll processing and benefit tracking for all County employees. As part of the software suite, the County owns the eBenefits module but has never configured it for use. The implementation of eBenefits will allow for the automation of benefits enrollment and maintenance processes and allow the County to realize the following improvements:

- Automate benefits-related workflows and processes triggered by changes in life events such Birth, Adoption, Marriage, and Divorce.
- Add additional life events such as Domestic Partner and customize eligibility rules where needed.
- Review/Modify New Hire enrollment processes (rehires, newly eligible for benefits) and automate as

many related workflows as possible.

- Enable “self-service” functionality for employees to be able to review benefits, dependents/beneficiaries on-line.

**FINANCIAL IMPACT:**

The agreement provides for the County to pay a maximum of \$87,116. There are sufficient budget appropriations for this project in the Department of Information Technology’s FY2017/2018 budget and it is already included in budgeted allocations to departments.

**ALTERNATIVES:**

The Board could choose to not approve this agreement but this is not recommended. CherryRoad Technology, Inc. is familiar with the County’s Oracle/PeopleSoft Human Resources/Payroll system and has historically provided excellent service. More significantly, the eBenefits implementation automates the benefits enrollment process for Human Resources which will significantly reduce manual entry and errors and allow staff to improve efficiencies and provide better service to employees.

**OTHER AGENCY INVOLVEMENT:**

County Counsel, County Administrator’s Office, Human Resources, and the Department of Information Technology were involved in the development and review of the contract with CherryRoad Technologies, Inc. and concur with the recommendation to approve this amendment.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**





**County of Solano  
Standard Contract**

*For County Use Only*  
CONTRACT NUMBER:  
(Dept., Division, F.Y., #)

BUDGET ACCOUNT:  
1877

SUBJECT ACCOUNT:  
2236

1. This Contract is entered into between the County of Solano and the Contractor named below:

CherryRoad Technologies, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:  
February 27, 2018 to June 30, 2018

3. The maximum amount of this Contract is:

\$87,116

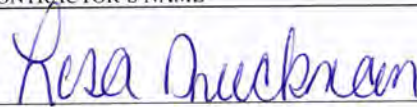
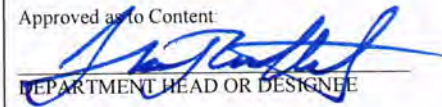
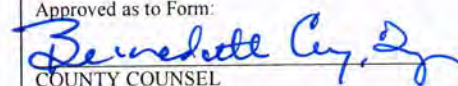
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on \_\_\_\_\_, 2017.

CONTRACTOR	COUNTY OF SOLANO
CherryRoad Technologies, Inc.	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	TITLE
SIGNATURE	675 Texas Street, Suite 3700
Lisa Druckman, Vice President - Finance	ADDRESS
PRINTED NAME AND TITLE	Fairfield CA 94533
301 Gibraltar Dr, Suite 2C	CITY STATE ZIP CODE
ADDRESS	Approved as to Content:
Morris Plains New Jersey 07950	
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

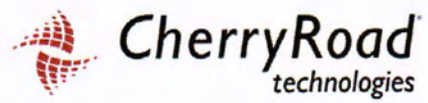
**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified.

The Scope of Services includes the following document:

- a. Contractor's Statement of Work for the Project, entitled State of Work Solano County December 12, 2017, attached as Exhibit A-1.



## **Statement of Work**

**Solano County**

December 12, 2017

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## 1.0 Project Scope & Timeline

### Project Background

Building off of a history of a successful partnership Solano County contacted CherryRoad to provide additional implementation assistance. CherryRoad had assisted the County with the prior v9.2 HCM upgrade as well as the ACA functionality. The latest request is partially driven by the need to revamp Life Cycle events as well as the implementation of PeopleSoft's eBenefits functionality to further enhance user experience.

### Project Initiative

1. The following identifies the high-level scope for the configuration of PeopleSoft's eBenefits functionality. Adapting the four delivered life events (Birth, Adoption, Marriage, Divorce)
2. Add additional life events such as Domestic Partner
3. Review/Modify New Hire enrollment (rehires, newly eligible for benefits)
4. Enable functionality for employees to be able to review benefits, dependents/beneficiaries on-line
5. Review/ Modify/ Add event and eligibility rules where needed
6. Identify any potential customizations to the delivered process where needed
7. Assist with the configuration of AWE /Security
8. Identify potential HCM configuration changes based on eBenefits scope
9. CherryRoad will identify the training materials needed and assist in the creation followed by conducting a train the trainer session(s). CherryRoad will vet the requirements to get a better sense of the training needed and we can better estimate this effort once the implementation has started
10. The County and CherryRoad will work with Contra Costa County to obtain select benefit interfaces for use at Solano County. CherryRoad will retrofit the interfaces to the Solano County environment using the Technical Lead hours documented in Section 4.0 of this document.

### Anticipated Timeline

CherryRoad has developed an approach that utilizes our proven SDLC methodology. The engagement will take approximately three (3) months and delivers the eBenefits functionality. The graphic below shows the suggested timeline. It is important to note that following the requirements gathering there may be a need to increase/ decrease the timeline as scope is fully flushed out.

Phase 1	Month 1	Month 2	Month 3
Gather Requirements for eBenefits Config			
Design/ Develop			
Testing & Training			
Deployment & Support			

For each of the stages of the implementation CherryRoad will provide a deliverable as a milestone for review by the County. The deliverables will include:

Stage	Deliverable	Description
Stage 1 - Requirements	Scope Document	The Project Scope Document deliverable is an MS Word document that lists the application features and RICEFW development that will be included in the project.
Stage 2 – Design & Development	Test Plan	The Test Plan will outline the timing and tasks to accomplish complete testing of the system. The Test Plan will describe in detail, all the requisite steps to fully test the system.
Stage 3 – Testing & Training	Deployment Plan	The Deployment Plan deliverable outlines the CherryRoad and County activities to transition to the production systems for Go Live. The Deployment Plan deliverable will identify all of the dependencies for initiating the cutover to production, the production migration itself, and the post-implementation processes that must be executed to stabilize the deployment.
Stage 4 – Deployment & Support	Final Acceptance	The Final Acceptance deliverable documents the County's acknowledgment of the satisfactory completion of the system deployment. The acceptance is based on the execution of the Deployment Plan.



## 2.0 Project Staffing/Roles and Responsibilities

In developing our approach and timeline CherryRoad has put together a staffing plan that combines CherryRoad and County resources. The information below describes the different roles and responsibilities that will be integral to the success of the project.

### ***CherryRoad Implementation Team***

CherryRoad will provide a strong implementation team that will deliver superior results to the County. The following are the roles and responsibilities related to the services outlined.

#### **Engagement Manager**

The Engagement Manager works directly with the County in providing analysis of tools and application updates, action plans, and overall client scheduling.

- The Engagement Manager acts as the escalation point for any issues the County feels needs to be escalated.
- The Engagement Manager has overall responsibility for the delivery and overall customer satisfaction.

#### **Project Manager/Senior Functional Lead**

The CherryRoad Senior Functional Lead will field PeopleSoft related questions that arise from this project. This resource will possess knowledge of the application and will execute on the following activities:

- Creation of a Project Plan
- Creation of Project Standards
- Identify and document Project scope through information gathering sessions
- Communicate with County users to fully understand and document the requirements
- Evaluate and analyze any problem/issue for a resolution.
- Work with County user(s) to implement and test the resolution.
- Work with CherryRoad technical resources as needed to analyze and develop resolutions to issues.
- Follow existing County migration policies working with the County for any resolution that impacts production.
- Schedules monthly stake holder meetings for steering committees.
- Work with the county on Test Plan for Unit, System and User Acceptance testing.
- Application configuration documentation.
- Deployment plan creation.

**Technical Consultant(s)**

CherryRoad Technical Consultant(s) will field PeopleSoft related questions as well assist in the development of customizations, if any that arise from this project. These resources will possess knowledge of the application and as the scope of work becomes clearer there may be items added/removed as mutually agreed between CherryRoad and Solano County. The key items are as follows:

- Work with CherryRoad functional resources to evaluate and analyze the problem/issue.
- Work with County user to implement and test the resolution.
- Work with County technical resources as needed to analyze and develop resolutions to issues.
- Complete development as needed
- Follow existing County migration polices working with the County for any resolution that impacts production.

***Solano County Implementation Team***

The County team will be comprised of a combination of leadership, Subject Matter Experts (SME's), and infrastructure/ technical resources. The following responsibilities will be needed to assist in the implementation:

- Provide a project lead/manager to work with their CRT counterpart
- Will have an escalation process in place in the event a major decision is needed.
- Provide all the relevant SMEs to provide requirements, design decisions, develop test scripts, participate in testing, and conduct training to the end users Will have a DBA/PS Admin available for the various database activity needed to complete this project.
- Create a change management strategy that includes communication of the new processes developed.
- Training and Logistics support activities once the train-the-trainer session has been delivered by CRT.
- Lead all phases of testing by coordinating with CRT test plan.



### 3.0 Assumptions

- The County will appoint a project manager who will be empowered with the necessary authority to make reasonable decisions
- The County Project Manager and CRT functional consultant will meet periodically to revise and adjust staff as needed.
- Issues will be identified and resolved in a timely manner so that they will not affect milestones and timeframes.
- All estimates are based on our high-level understanding of the scope and requirements as of this writing of this SOW. Should additions or clarifications to requirements be discovered then approach, timeline and cost will need to be revisited by project leadership.
- Client will provide access into their PeopleSoft environments via VPN or other secure technologies. There may be a need for a remote desktop.
- If onsite work is required there will be adequate work space and access to internet, phone, etc.
- All work, outside of the requirements gathering, will be performed remotely
- Detailed project plan and milestones to be completed upon finalization of scope.
- Solano will provide a point of contact for any project escalations.
- Solano will provide all DBA and PS Administrative activities and tasks (i.e. creating environments, backups, and refreshes).
- Solano will be responsible to retrofit security, interfaces, reports and queries unless otherwise agreed upon by CherryRoad.
- Testing will be led by Solano County with input from CRT.
- The scope of work does not include anything outside of eBenefits
- The county will provide a development and testing environment that is a close copy of the current Production system.
- CherryRoad will give every reasonable effort to use Laura Adams from the Contra Costa County team to complete the work for Solano County, but we need to be clear that start date, prior commitments at Contra Costa County and other factors will drive her availability. If Laura is not available, CherryRoad has a number of resources with the same knowledge base and functional skills.
- CherryRoad will gather the requirements based upon PeopleTools release 8.53
- CherryRoad will use Technical Lead hours to implement development items and/or interfaces identified in the Scope document deliverable for the County. The Technical Lead hours are time and materials that might also have to be used for the eBenefits Configuration.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

Pricing/Timing may be adjusted based on the results of the requirements gathering sessions. The scope assessment will be done at the completion of the Gather Requirements task identified below. It is expected to be a brief two (2) week assessment to clarify scope of the eBenefits implementation. At the request of the County, CherryRoad has included an additional line item for technical assistance.

Contract Price for Engagement: \$87,116

Phase 1 - eBenefits Configuration	Month 1	Month 2	Month 3	Month 4	Total	County SME FTE	County SME Hours	Rate	Price
Gather Requirements	88				88	0.5	44	\$ 187	\$ 16,456.00
Design/ Develop	80	48			128	0.25	30	\$ 155	\$ 19,840.00
Testing & Training		120	48		168	0.5	84	\$ 165	\$ 27,720.00
Deployment & Support			40		40			\$ 165	\$ 6,600.00
subtotals	168	168	88		424		158		\$ 70,616.00

Additional Technical Assistance	Month 1	Month 2	Month 3	Month 4	Total	County SME FTE	County SME Hours	Rate	Price
Technical Lead		50	50		100			\$ 165	\$ 16,500.00

\*CherryRoad has included expenses for our Project Manager/ Functional lead to be onsite for requirement gathering. If additional onsite work is needed CherryRoad will work with the County to address budget impacts.

**2. PAYMENT IN THE EVENT OF EARLY TERMINATION**

In the event of early termination, Contractor will be paid all allowable fees and expenses that have been incurred or earned in connection with the completed and accepted performance and deliverables of the services up through the effective date of such termination.



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement

to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must 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 under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance  
Contractor must maintain limits no less than:

- |   |   |   |
|---|---|---|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |



D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                             |                    |   |
|-----------------------------|--------------------|---|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit.   |
| (2) Professional Liability: | <b>\$1,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.



(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

**8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

**10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.



B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

#### 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

#### 12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:



- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

### 13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

### 14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

### 15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.



**16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.



**22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.



D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

## **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made



available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.



B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	10	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Report	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-118	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Accept a Follow-Up Report on the In-Home Supportive Services (IHSS) Program Internal Control Review issued on April 27, 2017		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Link to IHSS Program Internal Control Review Agenda Item		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_\_ No X  
Public Hearing Required? Yes \_\_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health & Social Services (H&SS) recommends that the Board accept a Follow-Up Report on the In-Home Supportive Services (IHSS) Program Internal Control Review issued on April 27, 2017.

### **SUMMARY:**

On September 12, 2017, the Board received an Internal Control Review report presented by the Auditor-Controller's Office (ACO) on the In-Home Supportive Services (IHSS) Program. A link to that agenda item is attached.

The objective of the ACO's review was to evaluate the adequacy and effectiveness of IHSS internal controls, the procedures used to carry out assigned responsibilities, and compliance with applicable policies and standards. The ACO finalized and published their findings along with recommended opportunities for improvement dated April 27, 2017. The purpose of this Board Follow-up Report from H&SS is to describe the activities completed and in-progress related to the internal control review, specifically the areas for improvement and recommendations.

### **DISCUSSION:**

IHSS is a statewide program administered at the County level by H&SS, Older & Disabled Adult Services (ODAS), and under the direction of the California Department of Social Services (CDSS). The goal of IHSS is to provide those with limited income who are disabled, blind or over the age of 65, with in-home care services to help them remain safely at home. Qualified individuals have the right to apply and are guaranteed services based on eligibility factors and determination of need.

The ACO's Internal Control Review of the IHSS program (dated April 27, 2017) reported opportunities for improvement in order to be in compliance with required mandates and to better achieve program objectives.

ODAS has made evident progress within the IHSS Program with respect to the areas as outlined below.

- 1) The documentation of supervisor review and approval of intake cases. (In progress)  
In FY2014/15, ODAS began implementing a paperless workflow system, the Transformation of Content Management (TACOMA). In the next phase of development of TACOMA a “box” is being added to the workflow for intake of cases that will specifically indicate supervisor review and approval for each case. This added functionality will be used to document the completed review.
- 2) Develop a process to randomly check provider timesheets. (In progress)  
CDSS does not currently require County IHSS programs to pull error-free provider timesheets for review. However, CDSS has developed a draft All County Letter (ACL) relating to the subject of IHSS timesheet exceptions, and this pending ACL will require that IHSS programs annually check one percent (1%) of provider timecards. Once this ACL is released, County ODAS Quality Assurance staff will track and trend the required information.
- 3) Directed mailings, which did not meet State requirements. (Completed)  
The IHSS Program Integrity Unit is providing directed mailings yearly. Mailing lists for the annual directed mailing are coordinated with CDSS to match lists prior to mailing to avoid unintentional duplication. Policies and procedures for directed mailings include the adoption of forms/letters. ODAS office assistant staff provide support to the Program Integrity Unit.
- 4) Unannounced home visits; which were not performed in FY 2015/16. (Completed)  
The ODAS Quality Assurance unit is on target to reach the required number of unannounced home visits for the current fiscal year.
- 5) Fraud referral management. (Completed)  
While the IHSS Program Integrity Unit is in compliance with CDSS expectations for fraud referral, staff continue to review the management of such referrals to identify areas for improvement. For example, the Program Integrity Unit is now using a spreadsheet to supplement tracking of referrals and Office Assistant support to this effort has significantly increased.
- 6) State-required desk reviews and home visits. (Completed)  
The required numbers of desk reviews and home visits are now being completed:  
SOC 824 10/1/2016 Qtr 1 (July-Sept) 18 desk reviews, 4 home visits;  
SOC 824 1/10/2017 Qtr 2 (Oct-Dec) 87 desk reviews, 10 home visits;  
SOC 824 4/11/2017 Qtr 3 (Jan-Mar) 82 desk reviews, 2 home visits;  
SOC 824 7/10/2017 Qtr 4 (April-June) 89 desk reviews, 12 home visits.
- 7) Errors contained in the QA/QI Quarterly Activities Report (Completed)  
The Quality Assurance(QA)/Quality Improvement (QI) Quarterly Activities Report (SOC824 form) is now regularly reviewed by the ODAS Public Health Nurse Manager and Health Services Administrator and reconciled prior to submission to CDSS.

The ODAS Bureau will continue to address the concerns identified by the Office of the Auditor-Controller in the Internal Control Review of the IHSS Program, both by completing implementation of recommendations for areas of concern that are in progress and maintaining successful implementation of recommendations for areas of concern that are completed.

#### **FINANCIAL IMPACT:**

The cost of preparing this report is included in the FY2017/18 Adopted Budget. There is no impact to the County General Fund.

**ALTERNATIVES:**

The Board could elect not to receive this follow-up report as presented. This is not recommended as it provides a status update on notable progress made within the IHSS Program.

**OTHER AGENCY INVOLVEMENT:**

No other agencies were involved.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



Due to file size, the following agenda item can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board.

[A - Internal Control Review Report Agenda Item](#)



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	11	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-121	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a new, 5 year contract with Document Fulfillment Services, the current provider, for \$2,084,915 to provide CalWORKs Information Network (CalWIN) client correspondence to include printing and mailing services for Employment & Eligibility clients for the period beginning March 1, 2018 through June 30, 2022; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health & Social Services (H&SS) recommends that the Board approve a new contract with Document Fulfillment Services (DFS), the current provider, for \$2,084,915 to provide CalWORKs Information Network (CalWIN) client correspondence to include printing and mailing services for Employment & Eligibility clients for the period beginning March 1, 2018 through June 30, 2022; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations.

### **SUMMARY:**

Document Fulfillment (DFS) provides document-processing services, including printing and mailing of batch CalWORKs Information Network (CalWIN) client correspondence such as client notices or forms to Employment and Eligibility (E&E) clients. CalWIN is the computer case management system for clients serviced by E&E. Solano County is part of the CalWIN consortium comprised of 17 other California counties utilizing the CalWIN system, including Sacramento County, which is the lead public agency in the CalWIN consortium for the competitive solicitation of the CalWIN correspondence printing and mailing services. Involvement in the consortium allows other counties to reference Sacramento County's competitive bid process and contract award when obtaining authorization to establish their contracts for DFS's services. This five-year contract for \$2,084,915 for the period beginning March 1, 2018 through June 30, 2022 will ensure the continuation and maintenance of various types of required correspondence for clients receiving public assistance and participating in Social Services programs.

**FINANCIAL IMPACT:**

The recommended contract of \$2,084,915, will be funded with Solano County CalWORKs, CalFresh and Medi-Cal administrative allocations with no change or increase to the CalWORKs Maintenance of Effort for fiscal year 2017/18. There is no additional financial impact to the County General Fund.

**DISCUSSION:**

In November 1999, the Board approved the development, implementation, and maintenance of the CalWIN automated eligibility determination and benefits delivery system in Solano County. CalWIN is the primary business application utilized by the H&SS E&E division and 17 other California counties which form the CalWIN consortium.

DFS provides the CalWIN client communication printing and mailing services to E&E which includes critical and time-sensitive notices and/or forms regarding client case information. Important mailings include renewal packets for several Social Services programs such as the Medi-Cal annual redeterminations, re-certifications, recipient responsibility statements, and other various disclosure forms and notices. Additional services include a daily batch cycle process, quality control measures, automated processes and tracking, and any circumstances in which special print, mailing, and document processing jobs will be needed. As part of the quality control measures, DXC Technology Services LLC (DXC), formerly known as Enterprise Services, responsible for creating and sending client correspondence to DFS, released a new reporting tool. This DXC tool, developed in collaboration with other consortium counties, ensures independent, original source file summary reporting and verification of images that DFS will print. Sacramento County determined it would be best to request another review of the file data gathered through the use of this new reporting tool. This reporting tool was unavailable for deployment during the original contract review of DXC which began in July 2016. On February 7, 2017, the Board approved a one-year contract extension and first amendment with DFS for \$451,482 through February 28, 2018. That contract extension allowed for a thorough contract review using this new tool and ensured continued services.

As a result of this new reporting tool, validation controls were established to allow E&E to continue to monitor, inspect and evaluate the vendor's performance. Proactive steps have been taken to ensure increased clarity and compliance in this contract and all of Sacramento County's recommendations regarding contractual language, monitoring and compliance to ensure resolution of all issues noted in the agreed-upon procedures has been included in this contract.

DFS will meet related industry standards when providing services outlined in this scope of services in the following areas, but not limited to receiving data and processing for the United States Postal Service (USPS), mail piece specifications, letter size and weight of standard letter envelopes, and reading and processing of the current CalWIN vendor original source files. The majority of hardcopy correspondence provided will be black/white printing of Portable Document Format (PDF) files which is estimated at over three million units annually followed by collateral material printing estimated at 800,000, in addition to the various types of inserts.

**ALTERNATIVES:**

The Board of Supervisors could choose to not approve this contract with DFS. This is not recommended because the County will be unable to provide all necessary materials, equipment and labor to process and mail the CalWIN client correspondence and comply with federal and state regulations on a timely basis.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed the contract for legal sufficiency.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano  
Standard Contract**

*For County Use Only*  
CONTRACT NUMBER:  
03183-18  
Dept., Division, F.Y. #:  
H&SS, EMP/ELIG  
BUDGET ACCOUNT:  
7652, 7661  
SUBJECT ACCOUNT:  
2205, 2260

1. This Contract is entered into between the County of Solano and the Contractor named below:

Document Fulfillment Services

CONTRACTOR'S NAME

2. The Term of this Contract is:

3/1/2018 to 6/30/2022

3. The maximum amount of this Contract is:

\$ 2,084,915

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

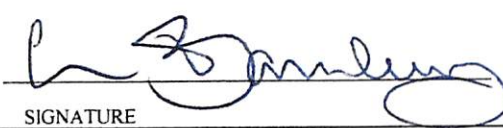

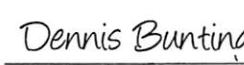
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on February 6, 2018.

CONTRACTOR	COUNTY OF SOLANO
Document Fulfillment Services	
CONTRACTOR'S NAME	
	Birgitta E. Corsello County Administrator TITLE
SIGNATURE	DATED
Eric Bambury, CEO	275 Beck Ave. ADDRESS
PRINTED NAME AND TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
2930 Ramona Ave. Suite 100	Approved as to Content:
ADDRESS	 02/14/2018 03:32 PM EST
Sacramento, CA 95826	DEPARTMENT HEAD OR DESIGNEE
CITY STATE ZIP CODE	Approved as to Form:
	 02/14/2018 04:46 PM EST
	COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

## **EXHIBIT A** **SCOPE OF WORK**

### **I. SERVICE LOCATION**

**Street Address:** 2930 Ramona Avenue, Suite 100  
**City & Zip Code:** Sacramento 95826

All site address changes must be reported to County 90 days prior to the change.

### **II. CONTRACT DESCRIPTION**

Contractor will provide CalWIN client correspondence printing and mailing services for the Solano County Department of Health and Social Services, Employment and Eligibility Services Division, as well as miscellaneous jobs as requested by the County.

There are various types of periodic client correspondence that will be printed and mailed out to clients, under this Contract. Contractor is to use the most economic and efficient process to print and mail correspondence.

A daily batch cycle process is normally run five nights a week, Monday – Friday, and a merged output file for each county is produced the following day. Current CalWIN vendor transmits the data electronically by 6:00 am to the Contractor by secure Shell File Transfer Protocol (SFTP). An additional batch process may occasionally be run on a weekend to process special jobs. These special jobs are also sent by SFTP. In addition to the daily process jobs, a monthly job is run approximately the third week of the month to produce periodic reports and sent by secure SFTP.

### **III. WORK ACTIVITIES**

- A. File types received as source files for the duration of this Contract include, but are not limited to PDF. If a file format is requested outside those mentioned prior, County will work with Contractor to determine a mutually appropriate implementation timeline.
- B. The files Contractor receives are typically pre-formatted. County understands that Contractor needs to modify each piece to insert objects on the document to automate the mailing process. For example, adding barcodes for tracking, key line information for internal quality control.
- C. Documents may be submitted to Contractor as either simplex (printing on one side) or duplex (printing on both sides). Duplex is defined as laser printing (imaging) done to both sides of a sheet. Duplex printing implies two images per sheet passing through the printer, even if toner is only applied to one side of the sheet. Duplex and simplex printing cannot be mixed. Simplex is defined as laser printing (imaging) done on the front side of a sheet. Simplex and duplex printing cannot be mixed.
- D. Contractor will utilize materials that are most efficient for mail automation and postage discounts based on job type. Contractor will create a daily summary file of printed correspondence. The file will contain information as selected by the County from the metadata in the batch print file. The file will be in a mutually agreed upon file format and be sent to the County via SFTP or placed on Contractor's secure SFTP site for pickup by the County.

- E. Contractor or County may update transmission methods with updates in technology during the contract period. These changes must be communicated with the Contractor or County as quickly as possible, preferably prior to, but no later than 10 business days after changes occur.
- F. Inserts
- a. **Offline Inserts** will be defined as correspondence previously printed and folded with the intention of being placed in an envelope as the completed product is being inserted.
  - b. **Offline Pre-Printed Inserts** will be defined where Contractor performs the printing of the insert prior, and separately inserts the document into the completed product.
  - c. **Inline Inserts** will be defined as correspondence that is printed in-line with, and as a part of, the CalWIN documents.
  - d. **Inserting by Hand (Manual Inserting)** - Manual inserting is triggered when print files are 50 pieces or lower or subdivisions (e.g., envelope size, homeless mail, etc.) within a print file are 50 pieces or lower. Manual inserting may also be triggered if materials and/or job specifications **do not** allow for mail pieces to be inserted with high speed inserting equipment; in such cases, Contractor will notify County of all such instances. Manual inserting volumes are calculated for any portion of a job that cannot be inserted with high speed inserting equipment. The manual portion is separated from the automated portion in order to maintain automation for as much mail as possible. Barcode reading equipment is used when possible in the manual inserting department to maintain sheet and mail piece tracking. For materials printed by Contractor, this is charged at the per image pricing for printing, plus the "insert by hand" fee per sheet as referenced in Exhibit B-1. For materials supplied by County, this is charged at the "insert by hand" fee per sheet as referenced in Exhibit B-1.
  - e. **Minimum Requirement for Inserts** - Most correspondence will be printed on 8.5" X 11" plain white 20# paper stock. The text may be of varying length, printed on both sides of the paper, and possibly ten or more pages. Page size can be no smaller than 8.5" X 11" and no larger than 8.5" by 14". A standard piece (two pages, mailing and return envelopes), without additional inserts, should weigh only slightly more than 1/2-ounce. Documents of varying sizes may need to be inserted into the same envelope. Paper should be close to 20# stock, OCR readable with recycled content. "Printed on recycled paper" will be printed on all recycled-content paper and envelopes. Mailing envelopes should include pre-printed return address, postal indicia and glassine address windows. County specified TDD/TTY phone number will be visible on the front side of the outgoing envelope whether it is printed on the envelope itself or shows through the glassine address window.

There are also once monthly print jobs that create renewal packets for several Social Services programs. These packets may contain between 24 and 36 images each. These are usually mailed in a 9"x12" envelope with a 6.5"x 9.5" return envelope.

- G. Service Levels - Jobs are to be broken into three (3) Service Level Categories
- a. **Daily** – Files of this type must be received for mailing services by Contractor no later than 6 AM Pacific Time for same day mailing.
  - b. **Monthly or Periodic** – The County may, from time to time, submit print files for processing but expect Contractor to refrain from mailing until a date in the future.
  - c. **Special** – These jobs are for any type of mailing not defined above. The requests for this type of job will be made in writing from the County to Contractor. Contractor will attach the request as source documentation when invoicing.
  - d. County understands that mailing does not occur when the United States Post Office is closed, nor is mailing performed on any Federal holidays.

H. Quality control measures

Quality Control must be inherent in the process. Duplicated, missing and misprinted documents and inserts and other errors must be identified and remedied before mailing. Mail must be in the hands of the USPS that night for next day mailing. Any errors or variation must be reported to the County immediately. A report including the date and time items were mailed, the unique batch identifier, the number of documents printed, items mailed, inserts included, and postage used will be sent to each county daily at the completion of the process.

I. Automated Processes and Tracking

Contractor must be USPS CASS certified to ensure address cleansing and correction capability, and comply with the Intelligent Mail Barcode requirements. Letters will be bar-coded and sorted for the best carrier route and delivery point available to maximize postage rate discounts.

J. Miscellaneous

There will be circumstances in which special print, mailing, and document processing jobs will be needed by County that are not defined in this scope of services. These requests will be made in writing by the County to the Contractor. The Contractor will include these written requests when invoicing for the services, based on agreed upon costs, included in Exhibit B-1

K. Meeting Industry Standards

Contractor will meet related industry standards when providing services outlined in this scope of services in the following areas, but not limited to, receiving data and processing for USPS, mail piece specifications, letter size and weight of standard letter with envelopes, and reading and processing of the current CalWIN vendor original source files.

**IV. REPORTING REQUIREMENTS**

- A. Contractor will provide a Mailing Report, included as Exhibit B-2 of this Contract as back-up information to support the billing in the ECF.
- B. Contractor will retain source files and output data for 90 days from file submission from the current CalWIN vendor.

**V. CONTRACT MONITORING**

Contractor will:

- A. Participate in the County's evaluation of the Contractor's performance under this Contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. The contract monitoring findings and recommendations will be reflected in a report by the County submitted to Contractor no later than 60 days after the monitoring is completed.
- B. Provide a corrective action plan in response to the contract monitoring report to address County contract monitoring findings no later than 30 days after the County report in section III A. is issued. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract. The decision of the County regarding termination or penalties will be final.



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. COMPENSATION**

- A. The maximum amount of compensation under the Contract will not exceed the amount listed on Section 3 of the Standard Contract.
- B. Contractor will be paid for mailing services according to the schedule included as Exhibit B-1 of this Contract.
- C. County will provide funds to Contractor in the amount of \$40,000 (which is in addition to the original \$20,000 deposit for a total of \$60,000, the approximate equivalent of four months' postage usage) upon execution of this Contract to maintain a Postage Deposit Account. Contractor will maintain a running balance of postage used and postage reimbursed and provide reporting with each invoice to County. If at any time during the month, the balance of the Postage Deposit Account drops below \$5,000, Contractor will advise County and supply County with an invoice for postage expended to date for that month as well as the appropriate back up documentation. County will expedite the processing of the postage invoice. If this should occur two months in a row, County will amend this Contract to increase the amount of the Postage Deposit Account by amount agreed upon by County and Contractor. Contractor will be under no obligations to perform mailing services without a positive postage balance at the time of mailing. Upon completion of this Contract, to include any amendments or extensions, Contractor will make County whole by returning any unused funds in the Postage Deposit Account and not billing for postage for the final month of the Contract.

Contractor will charge the correct postage amount and also apply the date of mailing to each mail piece based on the weight and agreed upon USPS automation rate category. USPS will periodically change postage amounts and automation rate categories; upon USPS implementation dates, Contractor will apply the new postage amounts to each mail piece based on the weight and agreed upon USPS automation rate categories.

Contractor will apply postage using a meter or permit and apply the date of mailing on the envelope; Contractor will be reimbursed for meter or permit postage mail at the 3-digit, Letter Size Postage (AADC) automation rate, or similar rate. If USPS postage rate categories change in the future, Contractor and County will work together to determine the closest postage rate category to the current category. Postal permit numbers supplied by the County are used for all return envelopes.

The most current automation postage rates are located at <https://pe.usps.com>. It is understood that as USPS postal rates change, the postage rates for this Contract will also change and will be located at the referenced website.

The price per image for printing and mailing for each year must include the cost of materials (paper, envelopes, etc.) and cost of processing (pickup/courier service, receiving and batching data, printing, folding, inserting, presorting, delivery to the United States Postal Service [USPS], etc.). The price per image will equal to processing and printing one-side of a printed page, and one (1) each outgoing and remit envelope per completed mail piece. The price per image will be subjected to sales tax at the rate where it is produced.

Errors not remedied by Contractor's quality control, involving 100 or more pieces from a single mailing, will incur a penalty credit in favor of the County in the amount of \$.05 per letter plus reimbursement of any printing and postage paid by the County for the subject pieces. This will include client correspondence mailed after the target mailing date.

D. Contractor will be paid for inserts according to the following:

**Offline Inserts** - will be defined as correspondence previously printed and folded with the intention of being placed in an envelope as the completed product is being inserted. This will be charged as an insert by machine charge.

**Offline Pre-Printed Inserts** - will be defined where Contractor performs the printing of the insert prior, and separately inserts the document into the completed product. This will be charged at the per image pricing for printing, plus the "insert by machine" fee as referenced in Exhibit B-1.

**Inline Inserts** - will be defined as correspondence that is printed in-line with, and as a part of, the CalWIN documents. This will be charged the per image pricing for printing only.

**Inserting by Hand (Manual Inserting)** - Manual inserting is triggered when print files are 50 pieces or lower or subdivisions (e.g., envelope size, homeless mail, etc.) within a print file are 50 pieces or lower. Manual inserting may also be triggered if materials and/or job specifications **do not** allow for mail pieces to be inserted with high speed inserting equipment; in such cases, Contractor will notify County of all such instances. Manual inserting volumes are calculated for any portion of a job that cannot be inserted with high speed inserting equipment. The manual portion is separated from the automated portion in order to maintain automation for as much mail as possible. Barcode reading equipment is used when possible in the manual inserting department to maintain sheet and mail piece tracking.

For materials printed by Contractor, this is charged at the per image pricing for printing, plus the "insert by hand" fee per sheet as referenced in Exhibit B-1. For materials supplied by County, this is charged at the "insert by hand" fee per sheet as referenced in Exhibit B-1.

E. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Employment & Eligibility Services Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.

## **II. METHOD OF PAYMENT**

Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County will pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 10th day of the subsequent month. For example, an invoice for January should be submitted no later than February 10<sup>th</sup>. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit all monthly claims for services provided through May 31<sup>st</sup> no later than June 10<sup>th</sup>.

Each invoice must include a written request(s) for any miscellaneous jobs requested by the County, a balance sheet for the postage deposit account, a Mailing Report, included as Exhibit B-2 of this Contract. Additional documentation supporting all expenses to the County is required to be presented in a mutually agreed upon file format and will include, but is not limited to, reconciled counts of the following by work order, by day, and by month:

- Printed images
- Mail pieces mailed
- Electronically processed documents
- Added materials
  - Medi-Cal recertification (RRR) packets
  - CalWORKs recertification (RRR) packets, if applicable
  - CalFresh recertification (RRR) packets, if applicable
- Voter registration forms
- Other collateral material such as Notice of Language inserts, color flyers, etc.

Additional documentation supporting all postage-related expenses to DHA are required to be presented in a mutually agreed upon file format and will include, but is not limited to, the following detail for each mail piece by work order, by day, and by month:

- Type of postage as indicated by the current United States Postal Service Price List
- Rate per piece
- Weight
- Pieces/Quantity
- Total Charged Amount.

Charges will be itemized on invoices, e.g., initial setup charge, price per image, for printing and mailing, additional inserts by machine and/or by hand, postage not covered by a county permit and IT changes/enhancements. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.

**EXHIBIT B-1**

<b>Budget Items</b>	<b>Unit Price</b>	<b>Unit of Measure</b>	<b>Estimated Annual Quantity</b>	<b>Estimated Annual Cost</b>	<b>Estimated Total Contract Cost</b>
BW Printing PDF Files	\$ 0.03195	Image	3,300,000	\$105,435	\$527,175
Collateral Material Printing	\$ 0.03195	Image	800,000	\$25,560	\$127,800
Full Color Printing	\$ 0.03960	Image	2,525	\$100	\$500
Inserting by Machine per 1,000	\$ 7.00	Per 1000	900,000	\$6,300	\$31,500
Inserting by Hand per 1,000	\$ 20.00	Per 1000	40,000	\$800	\$4,000
Folding Supplied Material	\$ 0.01	Each	30,000	\$300	\$1,500
IT Changes - Enhancements per hour	\$ 85.00	Hour	10	\$850	\$4,250
CASS/NCOA Processing Fee per Record	\$ 0.00600	Record	16,666	\$100	\$500
Letter Size Postage (AADC)	\$ 0.403	Mail Piece	546,000	\$220,038	\$1,100,190
Flat Size Postage (3 digit)	\$ 1.65	Mail Piece	30,000	\$49,500	\$247,500
Postage				\$40,000	\$40,000
			<b>Total</b>	<b>\$448,983</b>	<b>\$2,084,915</b>

**EXHIBIT B-2**

DFS Work Order	DXC Batch Date	DFS Process Date	County ID	Job Description	Case Number	DXC Images	Collateral Images	Total Images	Inserting Manual	Inserting Machine	Folding	NCOA CASS	BW	Color	DFS Keyline	Letter Type	Postage Rate	Rate Description	Weight	Household
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B7VC93	6	2	8	0	0	0	0	8	0	1	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B78790	6	2	8	0	0	0	0	8	0	2	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B6X976	6	2	8	0	0	0	0	8	0	3	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B74Y75	6	2	8	0	0	0	0	8	0	4	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B2PR52	4	2	6	0	0	0	0	6	0	5	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B5QZ34	18	2	20	0	0	0	0	20	0	6	Letter	0.403	AADC	2	3
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B7FZ77	4	2	6	0	0	0	0	6	0	7	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B41981	4	2	6	0	0	0	0	6	0	8	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	BD02134	2	2	4	0	0	0	0	4	0	9	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B2B782	2	2	4	0	0	0	0	4	0	10	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B4F793	12	2	14	0	0	0	0	14	0	11	Letter	0.403	AADC	2	2
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B4RN74	12	2	14	0	0	0	0	14	0	12	Letter	0.403	AADC	2	2
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B52X02	6	2	8	0	0	0	0	8	0	13	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B5SS58	4	2	6	0	0	0	0	6	0	14	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B7F490	18	2	20	0	0	0	0	20	0	15	Letter	0.403	AADC	2	3
264112	7/5/2017	7/6/2017	48	PO BOX 1532	1B7FN84	4	2	6	0	0	0	0	6	0	NA	NA	0	NA	0	1

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must 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 under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance  
Contractor must maintain limits no less than:

- |   |   |   |
|---|---|---|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage  
To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                             |                    |   |
|-----------------------------|--------------------|---|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit.   |
| (2) Professional Liability: | <b>\$1,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |



E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

## **8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

## **9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## **10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

#### **14. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

#### **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

#### **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

#### **18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

#### **19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

## **20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## **23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.



## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

### **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

### **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

### **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

#### **34. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

#### **35. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

#### **36. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

#### **37. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**I. CONTRACT EXTENSION**

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days, not to exceed \$107,246, beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract.

**II. SPECIAL RESPONSIBILITIES OF CONTRACTOR**

Contractor will:

- A. If Contract is a non-profit organization, submit verification.
- B. Provide an audit report, including a management letter, to County annually.
- C. Adhere to the same restrictions and conditions set forth in the 2016 DHCS Agreement No. 16-48, between the Department of Health Care Services and the County, in addition to the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this Contract. A copy of the Agreement and Guidelines will be provided to the designated Privacy/Security Officer of the Contractor by the County.
- D. Adhere to the same restrictions and conditions set for in the 2016 CDSS Agreement No. 16-6140, between the California Department of Social Services and the County, in addition to the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this Contract. A copy of the Agreement and Guidelines will be provided to the designated Privacy/Security Officer of the Contractor by the County.

Please note the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines documents are highly sensitive and confidential. Only the designated Privacy/Security Officer of the Contractor shall receive these documents, and disclosure shall be limited to the appropriate parties involved with Medi-Cal Personally Identifiable Information (PII). These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

**III. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**

The use of disclosure of information concerning County applicants and recipients will be limited to the use described in Exhibit A of this Contract. Information will not be released to any other agencies except as specified in Welfare & Institutions Code (W&IC) sections 10850, 10850.2 and 14100.2 that describes the use and disclosure of confidential records. The Personally Identifiable Information (PII) provided to Contractor by County falls within the description of confidential records. Contractor recognizes that unauthorized release of confidential information is a misdemeanor under W&IC sections 10850 and 14100.2 and may lead to criminal or civil liability. Contractor will implement security policies and safeguard PII at all times. Contractor will assure County applicants' or recipients' information will not be left unattended in vehicles or public facilities. Contractor will provide evidence of privacy/security training by submission of training materials, confidentiality statement signed annually by staff and organizational policies regarding confidentiality and security of records upon execution of this Contract.

**IV. BREACH REPORTING OBLIGATION**

Contractor will immediately notify H&SS Compliance and Quality Assurance Unit by telephone at 707-784-3186 plus email: HSS-Compliance@SolanoCounty.com or fax 707-421-3207 upon discovery of a breach of secured and unsecured PII when Contractor reasonably believes PII information has been accessed or acquired by an unauthorized person and upon the discovery of a suspected security incident that involved data provided to Contractor. County will notify Contractor of any changes to telephone number, email address and fax number above. Upon notification from the Contractor, the County shall notify the appropriate governing agency as required.

**V. CIVIL RIGHTS COMPLIANCE**

Contractor shall execute the Civil Rights Vendor Assurance of Compliance Agreement with the form attached as Exhibit "D-1"

**VI. DRUG FREE WORKPLACE**

Contractor shall execute the form attached as Exhibit D-2.

**VII. CONFIDENTIALITY TO COMPUTER SYSTEM CERTIFICATION**

Contractor shall execute the form attached as Exhibit D-3.

**VIII. DATA PRIVACY & SECURITY SAFEGUARDS**

Contractor shall execute the form attached as Exhibit D-4



**EXHIBIT D-1**

**VENDOR ASSURANCE OF COMPLIANCE WITH THE SOLANO COUNTY  
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

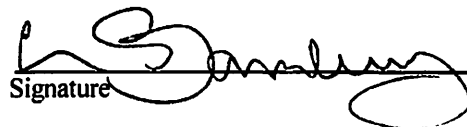
Document Fulfillment Services agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code sections 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) parts 80, 84, and 91, 7 CFR part 15, and 28 CFR part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and gives assurance that it will immediately take any measures necessary to effectuate this Contract.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Document Fulfillment Services gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting the assurance, Document Fulfillment Services agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on (enter name of vendor/recipient) directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

2/9/18  
ate

  
Signature

2930 Ramona Avenue, Suite 100  
Sacramento, CA 95826

(08/13/01)

**EXHIBIT D-2**

SOLANO COUNTY

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

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**Document Fulfillment Services**

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Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. 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, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

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**CERTIFICATION**

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I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

  
Contractor Signature

**EXHIBIT D-3**

**CONFIDENTIALITY AND ACCESS TO COMPUTER SYSTEM CERTIFICATION**  
Welfare and Institutions Code section 10850 and Division 19 of California State Department of Social Services Manual  
Policies and Procedures and following:

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**Document Fulfillment Services**

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Contractor acknowledges and agrees to the following provisions pertaining to client confidentiality and the use of the Solano County ("County") California Work Opportunity and Responsibility to Kids Information Network ("CalWIN") system.

**1. CONFIDENTIALITY**

A. Pursuant to Welfare and Institutions Code section 10850 and Division 19 of California State Department of Social Service Manual of Policies and Procedures, this Certification acknowledges the need for sharing confidential information directly related to the administration of the public social services as outlined in Exhibit A. No other use or disclosure is permitted unless required by law.

B. Contractor certifies that all persons who have access to client information will comply with the provisions of Welfare and Institutions Code section 10850 and Division 19 of California Department of Social Services Manual of Policy and Procedures to assure that all records concerning individuals in receipt of public social services are CONFIDENTIAL and shall not be open to examination, publication, disclosure or use not directly connected with the administration of such public social service. Disclosure of any information that identifies, by name, address, or any other identifying information (e.g. Social Security Number, birth date) any applicant for or recipient of grants-in-aid or services is prohibited.

C. Contractor understands there are criminal penalties for release or use of client information for any purpose other than stated in this Certification.

D. (1.) Contractor understands and agrees that these provisions shall survive any termination or expiration of this Certification.

(2.) Contractor and Contractor's employees are bound by the terms of this Certification even after termination of employment.

E. Contractor agrees to require its current or future employees who are designated to have access to County information system to complete a CalWIN Access Request Form. Contractor must provide an executed form to County prior to the issuance of a security access password to the employee.

F. Contractor will provide training to its employees in such topics as privacy, security and confidentiality prior to granting access to the information system.

G. Contractor agrees to provide verbal notification to County of a privacy or security breach within 24 hours and a written incident report to County within 72 hours. Notification shall be made to the Deputy Director for Employment & Eligibility Services and the CalWIN Manager.

H. Contractor agrees to cooperate with County in any investigation related to any incident(s) involving improper use of client information or services provided under the Contract.

## 2. ACCESS

A. Access is based upon the contracted service(s) provided by the Contractor. CalWIN access will be limited to only the screens that contain information required to perform contracted duties.

B. County, in its sole discretion, may change access levels during the term of this Certification and documented in writing.

C. Access to CalWIN will be allowed only for Contractor's staff, who have signed and submitted a CalWIN Access Request Form. Passwords are confidential, and cannot be shared with anyone, including other staff members.

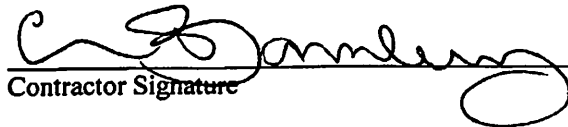
D. Contractor agrees to provide written notification to the County of any change in the status of an employee that relates to this Certification, including termination of access due to leave, job change or other reason, within two (2) weeks of the change.

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## CERTIFICATION

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I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

  
Contractor Signature

**EXHIBIT D-4**

**DATA PRIVACY AND SECURITY SAFEGUARDS**

**Document Fulfillment Services**

Contractor must comply with the same privacy and security safeguards required by State and Federal rules, regulations, and law as the County regarding the confidentiality, physical security, encryption, transmission, transport and disposal of electronic and printed data. Confidential is defined as: name, date of birth, address, social security number, driver's license or other identification numbers or any information that can be used to identify or locate an individual.

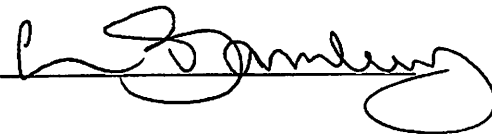
- A. Contractor shall not capture any information from the County's mail. All information and processes made available to the Contractor by the County shall be kept confidential.
- B. Contractor must ensure:
  - 1. All data are used and stored in an area that is physically safe from access by unauthorized persons during work and non-work hours.
  - 2. Access to secure with properly coded key cards, authorized door keys or access authorization.
- C. Contractor must ensure that there is a monitored alarm system with or without security cameras or security guards twenty-four (24) hours a day, seven (7) days a week.
- D. Contractor must ensure:
  - 1. All portable computer devices (laptops, notebooks, etc.), workstations, and electronic files (thumb drives, floppies, CD/DVDs, etc.) that process and/or store data are encrypted using a vendor product that is recognized as an industry leader for the intended solution, such as a product specified on the California Strategic Sourced Initiative (CSSI) located at the following link: [www.pd.dgs.ca.gov/masters/EncryptionSoftware](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware) html.
  - 2. All workstations, laptops and other systems.
  - 3. All data are wiped from systems when the data are no longer required.
  - 4. All remote access to data is established over and encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Contractor must ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Contractor must ensure that all data transmissions are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on CSSI. The data shall be encrypted at the minimum of 128 bit AES or 3DES (Triple DES) is AES in unavailable.
- G. Contractor must ensure that a bonded courier, with signature receipt, is used for the transport of paper documents and electronic media.
- H. Contractor must ensure that paper documents are disposed of through confidential means, such as cross cut shredding and pulverizing.

1. If a breach of data security the Contractor must:
  1. Ensure that the County is notified immediately by telephone or email upon the discovery of a breach of data security.
  2. Ensure that the notification includes contact information, a description of the breach or loss with scope, time, and location of the breach or loss, and a description of how the data were physically stored, contained or packaged (password protected, encrypted, locked, container, etc.).
  3. Take prompt corrective action to mitigate any risks or damages involved with the breach.
  4. Investigate the breach and produce a written report within five (5) working days of the incident, detailing what data elements were involved. The report must include a description of: a) the unauthorized persons know or believed to have improperly used or disclosed the data, b) where the data are believed to have been improperly transmitted, sent or used, and (c) the probable cause (s) of the breach and a detailed action plan including steps taken to stop or contain the breach.

J. TIMELY DELIVERY

Time is of the utmost importance; therefore, the Contractor shall complete all deliveries as required.

I, the undersigned, am duly authorized to bind the Contractor to the requirements as described in Exhibit D4, Data Privacy and Security Safeguards.

Signature: 





# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	12	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-129	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a contract with Community Clinic Consortium for \$205,000 to collect Social Determinant of Health (SDoH) and other risk factor data for Medi-Cal and CMSP eligible populations for the period beginning March 1, 2018 through December 31, 2019; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_\_\_ No X  
Public Hearing Required? Yes \_\_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health & Social Services (H&SS) recommends that the Board approve a contract with Community Clinic Consortium for \$205,000 to collect Social Determinant of Health (SDoH) and other risk factor data for Medi-Cal and CMSP eligible populations for the period beginning March 1, 2018 through December 31, 2019; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations.

### **SUMMARY:**

The County Medical Services Program (CMSP) issued a request for proposals in July 2016 for their Wellness and Prevention Pilot Project, to test the effectiveness of providing local-level wellness and prevention services to CMSP eligible and potentially eligible clients. On January 1, 2017 Solano County was notified that the County was awarded a grant in the amount of \$375,000 over three (3) years to identify and address social determinants of health in the health care setting. H&SS is requesting that the Board approve a contract with Community Clinic Consortium for \$205,000 for the period beginning March 1, 2018 through December 31, 2019. This multi-year effort will assess the utility of SDoH data in identifying needs in the target population, correlate SDoH with health outcomes, and identify candidates to participate in CMSP programs.

### **FINANCIAL IMPACT:**

The County Medical Services Program is providing the funding to Solano County for this contract with Community Clinic Consortium. There is no financial impact to the County General Fund.

### **DISCUSSION:**

The County Medical Services Program (CMSP) provides limited-term health coverage for uninsured low-income, indigent adults that are not otherwise eligible for publicly funded health care programs. Eligibility for CMSP is determined by the county social services departments in the thirty-five participating CMSP counties in accordance with eligibility rules set by the CMSP Governing Board. The CMSP Governing Board seeks to support local health care systems to develop strategies to reduce barriers between health care providers and systems and promote collaboration and system linkages to facilitate timely and effective delivery of health care services to enrolled CMSP members, potential CMSP members, and other persons receiving publicly funded health coverage. On May 26, 2016, the CMSP Governing Board approved \$7.65 million to be allocated to CMSP counties to test the effectiveness of providing local-level wellness and prevention services to CMSP eligible and potentially eligible clients. The focus areas for the request for proposals were: *Community Wellness, Whole Person Care, and Addressing Social Determinants of Health*.

Solano County worked collaboratively with Community Clinic Consortium and local community health clinics to develop a proposal in response to CMSP's request for proposals. This collaborative developed a proposal to focus on identifying and addressing social determinants of health in the community health care setting. On January 1, 2017, Solano County received notification of a \$375,000 award from CMSP through December 31, 2019 for activities related to CMSP's priority area *Addressing Social Determinants of Health*. This focus area works to across five determinants: Economic Stability, Education, Social and Community Context, Health and Health Care, and Neighborhood and Built Environment, to establish policies and strategies that positively influence social and economic conditions and those that support changes in individual behavior for the uninsured, including potential CMSP enrollees.

Solano Public Health is requesting that the Board approve a contract with Community Clinic Consortium for \$205,000 to execute key aspects of this project, including assessing the utility of Social Determinants of Health (SDoH) data in identifying needs in the target population; correlating SDoH with health outcomes; and identifying candidates to enroll in CMSP. This multi-year effort will develop a survey tool to use in all County Federally Qualified Health Centers (FQHCs) and other community health clinics; develop an algorithm for review of surveys and prioritize clients for case management; complete assessments for a minimum of 30,000 clients; perform case management services for a minimum of 2,100 clients; and link uninsured clients to health coverage enrollment, including CMSP. This work will be facilitated through convening monthly workgroup meetings including members from Community Clinic Consortium, community health centers, and Solano Public Health, as well as quarterly leadership meetings of these groups.

In Fiscal Year 2016/17, Community Clinic Consortium successfully achieved the goals for year one of the project, including: convening the Solano County Community Health Centers (including Solano County Federally Qualified Health Centers) to identify the target population for the project; coordinating the participation of Community Clinic Consortium members (Community Medical Centers, La Clinica de la Raza, Ole Health, and Planned Parenthood); working with Community Clinic Consortium members to plan for data entry into the Solano Population and Public Health Hub; and implementing and leading a project planning workgroup to develop the survey tool for social determinants of health and other risk factors.

#### **ALTERNATIVES:**

The Board may choose not to approve the contract with Community Clinic Consortium. This is not recommended because it would prevent the local community health centers from identifying and addressing social determinants of health in the health care setting.

#### **OTHER AGENCY INVOLVEMENT:**

Local community health centers, including Community Medical Centers, La Clinica de la Raza, Planned Parenthood, Ole Health, and Solano County's Family Health Services were involved with this project.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**County of Solano  
Standard Contract**

*For County Use Only*  
CONTRACT NUMBER:  
03783-18  
Dept., Division, FY, #)  
H&SS, PH  
BUDGET ACCOUNT:  
7809  
SUBJECT ACCOUNT:  
0002245

1. This Contract is entered into between the County of Solano and the Contractor named below:

Community Clinic Consortium  
CONTRACTOR'S NAME

2. The Term of this Contract is:

3/1/2018 to 12/31/2019

3. The maximum amount of this Contract is:

\$205,000

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




Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on March 1, 2018.

CONTRACTOR	COUNTY OF SOLANO
Community Clinic Consortium CONTRACTOR'S NAME	
<u>Alvaro Fuentes</u>  01/24/2018 01:30 PM EST SIGNATURE	<u>Birgitta E. Corsello</u> DATED <u>County Administrator</u> TITLE
Alvaro Fuentes, Executive Director PRINTED NAME AND TITLE	<u>275 Beck Ave.</u> ADDRESS
3729 Barrett Avenue ADDRESS	<u>Fairfield</u> CA <u>94533</u> CITY STATE ZIP CODE
Richmond, CA 94805 CITY STATE ZIP CODE	Approved as to Content: <u>Gerald Huber</u>  01/24/2018 04:20 PM EST DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <u>Dennis Bunting</u>  01/24/2018 05:19 PM EST COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

## **EXHIBIT A** **SCOPE OF WORK**

### **A. Contract Description**

Contractor will facilitate the joint Solano County Department of Health and Social Services (HSS)/ California County Medical Services Program (CMSP) Wellness & Prevention pilot project to collect Social Determinant of Health (SDoH) and other risk factor data for Medi-Cal and CMSP-eligible populations (Pilot Project). The target population is defined as the 37,800 CMSP-enrolled/eligible and 125,000 Medi-Cal enrolled/eligible residents of Solano County. The Pilot Project is a multi-year effort to assess the utility of SDoH data in identifying needs in the target population, correlate SDoH with health outcomes, and identify candidates to participate in CMSP programs. The Pilot Project has five components:

1. Identify SDoH in the target population.
2. Correlate SDoH with health outcomes.
3. Identify and share an algorithm to prioritize:
  - a. Case management services.
  - b. Enrollment in CMSP.
  - c. Enrollment in Solano County's Whole Person Care (WPC) Initiative.
4. Develop hot spot analysis to guide public health interventions.
5. Assess the impact on healthcare of addressing SDoH.

The Pilot Project will be executed by Federally Qualified Health Centers (FQHC) and other Community Clinic Consortium (CCC) members located in Solano County and facilitated by five organizations: 1) La Clinica de la Raza, 2) Community Medical Centers, 3) Ole Health, 4) Planned Parenthood Northern California and, 5) Solano County Family Health Services. Combined, these five organizations operate clinics and provide services to 77,000 individuals, or 47% of the CMSP and Medi-Cal enrolled/eligible population.

### **B. Work Activities**

Contractor will:

1. Coordinate meetings and participation of CCC members with the Pilot Project.
  - a. Coordinate with HSS to identify the Medi-Cal and CMSP-eligible populations to participate in the Pilot Project, and work in conjunction with HSS Family Health Services (FHS) FQHC.
  - b. Serve as the point of coordination for CCC members:
    - i. La Clinica de La Raza.
    - ii. Community Medical Centers.
    - iii. Ole Health.
    - iv. Planned Parenthood Northern California.
  - c. Serve as the coordination point for CCC member work activities in support of the Pilot Project including:
    - i. Identifying initial survey questions based on enhancing and extending the PRAPARE questionnaire developed by the National Association of Community Health Centers.

- ii. Providing feedback to the Pilot Project on experiences with PRAPARE and other questionnaires.
  - iii. Delivering the assessment tool.
  - iv. Supporting Solano County efforts to define, develop and deliver a process to build and maintain a “directory” of facilities and services for referral.
  - v. Identify and share assessment tool algorithms for prioritization of individuals for case management.
  - vi. Linking potential CMSP-eligible clients to health insurance enrollment.
- 2. Convene quarterly leadership meetings spanning the Pilot Project period.
  - a. Convene appropriate “update” meetings of CCC members and other Pilot Project participants for updates on the Pilot Project and other related activities with the potential to impact success, including:
    - i. Other assessments, such as Ages and Stages Questionnaire (ASQ.;
    - ii. Meaningful Use.
    - iii. Statutory Reporting.
    - iv. Voluntary Reporting.
- 3. Lead workgroups and identify new candidate workgroups as needed.
  - a. Form and lead a Pilot Project workgroup with CCC members, FHS and HSS Public Health (PH) to address questions and responses for SDoH and other risk factors:
    - i. Host regular workgroup meetings and establish a calendar through the end of Calendar Year 2019.
  - b. In support of the assessment process:
    - i. Provide training on the use and application of the assessment tool.
    - ii. Conduct assessments.
    - iii. Prioritize client case management.
    - iv. Improve algorithms and workflow processes.
    - v. Collaborate with HSS on the evaluation and enrollment of individuals who may be CMSP-eligible.
    - vi. Evaluate implementation efforts.
- 4. Identify and share existing algorithms, workflows and processes to prioritize case management services.
  - a. During Calendar Year 2018:
    - i. Identify and share existing algorithms to prioritize assessment workflow impacts and the means to address these impacts.
    - ii. Identify and share client-specific algorithms for prioritizing case management services.
    - iii. Facilitate participation in demonstrating the use and application of the assessment tool to a test/study group as supported by FHS.
    - iv. Define requirements for periodic “reassessment” of individuals who have already provided an initial assessment tool response.



- v. Provide feedback to improve the assessment tool, delivery and evaluation process.
    - b. During Calendar Years 2018-2019:
      - i. Work to improve the value and effectiveness of the assessment tool content, delivery workflow, client identification, assessment algorithms, and individual engagement.
      - ii. Year 2: Identify and share the processes, workflows and algorithms to support the “reassessment” of individuals who have already taken the initial assessment tool.
      - iii. Year 3: Provide feedback and recommend improvements to the reassessment process based on the use in production.
      - iv. Provide feedback to improve the assessment tool, delivery and evaluation process.
- 5. Provide feedback to PH team for new Hot Spot analysis.
  - a. Provide feedback to PH on:
    - i. The development, presentation and interpretation of Hot Spot analyses to guide public health interventions.
    - ii. The definition, development and presentation of countywide analytics and visualizations of public health data for the Pilot Project.
    - iii. Enhancing the assessment tool content and delivery, data collection, reporting and feedback processes.
    - iv. Working to extend the utility and functionality of the assessment tool process in a sustainable manner.
- 6. Identify potential CMSP-eligible individuals and connect them with health insurance enrollment.
  - a. Working in coordination with HSS, develop workflows and processes to identify potential CMSP-eligible clients and a methodology to connect them with health insurance enrollment.
  - b. Where possible and appropriate, aid in the engagement of candidate individuals to ensure they have appropriate health insurance coverage.
  - c. Based on the workflows developed with HSS, develop a process to redirect individuals who do not qualify for CMSP to Medi-Cal or other health insurance coverage options.
- 7. Implement client assessments and, based on the results, provide case management to a subset of the identified candidates.
- 8. Report on work activities, progress and findings.
  - a. Provide quarterly leadership meeting and workgroup meeting reports.
  - b. Provide semi-annual status reports with invoices.
  - c. Assist in the development and delivery of the reports specified in the CMSP grant.
  - d. Provide a final report to close out the Pilot Project.

### **C. Performance Measures**

Contractor will:

1. Calendar Year 2018:
  - a. Participate in, and provide feedback on, the application of the survey tool to the FHS initial study group.
  - b. Participate in, and provide feedback on, the implementation of the algorithm to prioritize clients for case management.
  - c. Report on all completed assessments with a goal of collectively completing up to 12,000 assessments.
  - d. Identify 750 individuals for potential case management.
  - e. Commence case management services for the 750 individuals.
2. Calendar Year 2019:
  - a. Report on all completed assessments with a goal of collectively completing up to an additional 18,000 assessments.
  - b. Report on the provision of 4,000 re-assessments from individuals assessed during Calendar Year 2018.
  - c. Continue case management services, as appropriate and necessary, for the 750 individuals identified for case management during Calendar Year 2018.
  - d. Identify an additional 1,400 individuals for case management.
  - e. Commence case management services for the additional 1,400 individuals identified during Calendar Year 2019.

### **D. Reporting Requirements**

Contractor will provide:

1. Semiannual invoice, delivered on:
  - a. June 30, 2018.
  - b. December 31, 2018.
  - c. June 30, 2019.
  - d. December 31, 2019.
2. Agenda and summary for each quarterly Leadership meeting convened during the prior six months.
3. Agenda and summary for each Workgroup meeting convened during the prior six months.
4. Semi-annual status (update) report which should include:
  - a. Number of client assessments conducted (in the prior six months and total to-date; by provider system).
  - b. Number of client reassessments conducted (in the prior six months and total year-to-date; by provider system).
  - c. Number of clients (by provider system) provided case management services (by category of service or service referral during the prior six months and total to-date).

- d. Number of clients referred for health insurance enrollment (in the prior six months and total to-date; by provider system).
  - e. Number of clients enrolled in CMSP, if known (in the prior six months and total to-date; by provider system).
- 5. For the June 30, 2018 invoice, also questions to be used for the assessment tool.
- 6. For the June30, 2018 invoice, also the algorithm(s) for prioritizing clients for case management services.
- 7. For the June30, 2018 invoice, also the procedure(s) for engaging potentially eligible clients in health insurance enrollment, including CMSP.
- 8. For the December 31, 2018 invoice, also the procedure(s) for client reassessment.
- 9. For the December 31, 2019 invoice, also the final report to close out the Pilot Project.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Budget Details**

1. Total Amount of Contract:
  - a. The total amount of this Contract is \$205,000 (two hundred and five thousand dollars) allocated across three fiscal years:

<i>Fiscal Year</i>	<i>Amount</i>
FY2017/18	70,000.00
FY2018/19	90,000.00
FY2019/20	45,000.00
<b>Total</b>	<b>205,000.00</b>

2. Payments will be made semi-annually upon receipt of deliverables per the following schedule:

<i>Calendar Year/Date</i>	<i>Half</i>	<i>Amount</i>
2018, June 30	1st	70,000.00
2018, December 31	2nd	45,000.00
2019, June 30	1st	45,000.00
2019, December 31	2nd	45,000.00
<b>Total</b>		<b>205,000.00</b>

**B. Method of Payment**

Upon submission of a Solano County vendor claim and invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.

**C. Accounting Standards**

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for not-for-profit organizations/governmental entities. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct billing method.
2. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR (Code of Federal Regulation) part 225, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

**County of Solano  
Standard Contract**

3. Charges submitted by Contractor based on a direct billing method must be supported by appropriate invoices that sufficiently document the expenditure.

4. Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

**D. Personal Property**

1. Purchase of personal property using funds from this contract must have prior written approval from the County, as follows:

- a. Purchases of computer, software, and printers regardless of cost
- b. Purchases of other personal property over \$1,500

2. Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to 2 CFR part 225).

**E. Financial Statements and Audits**

1. Contractor agrees to furnish annual audited financial statements for the previous fiscal year to the County by November 30<sup>th</sup>.

2. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal Government conducts an audit.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.



B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must 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 under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance  
Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	<b>\$1,000,000</b>	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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(2) Automobile Liability:	<b>\$1,000,000</b>	per accident for bodily injury and property damage.
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(3) Workers' Compensation:	As required by the State of California.
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(4) Employer's Liability:	<b>\$1,000,000</b>	per accident for bodily injury or disease.
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D. Additional Insurance Coverage  
To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

(1) Cyber Liability:	<b>\$1,000,000</b>	per incident with the aggregate limit twice the required limit.
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(2) Professional Liability:	<b>\$1,000,000</b>	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.
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E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

## **8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

## **9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## **10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

#### **14. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

#### **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

#### **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

#### **18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

#### **19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

## **20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## **23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.



## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

### **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

### **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

### **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. DRUG FREE WORKPLACE**

Contractor will execute the form attached as Exhibit D-1.

**2. CHILD/ADULT ABUSE**

Contractor will execute the forms attached as Exhibits D-2 and D-3.

**EXHIBIT D-1**

SOLANO COUNTY

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

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**Community Clinic Consortium**

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Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. 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, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

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**CERTIFICATION**

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I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Alvaro Fuentes



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Signature

EXHIBIT D-2

**CHILD ABUSE REPORTING REQUIREMENTS**

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.


Signature: Alvaro Fuentes 



EXHIBIT D-3

**ADULT ABUSE REPORTING REQUIREMENTS**

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- |   |   |
|---|---|
| 1. Health facility  | 12. Licensing worker or evaluator   |
| 2. Clinic   | 13. Public assistance worker  |
| 3. Home health agency   | 14. Adult protective services agency  |
| 4. Educational institution  | 15. Patient's rights advocate   |
| 5. Sheltered workshop   | 16. Nursing home ombudsman  |
| 6. Camp   | 17. Legal guardian or conservator   |
| 7. Respite care facility  | 18. Skilled nursing facility  |
| 8. Residential care institution<br>including foster homes and<br>group homes  | 19. Intermediate care facility  |
| 9. Community care facility  | 20. Local Law enforcement agency  |
| 10. Adult day care facility,<br>including adult day health<br>care facilities | 21. Any other person who provides<br>goods or services necessary to<br>avoid physical harm or mental<br>suffering and who performs duties |
| 11. Regional center for persons<br>with developmental disabilities            |   |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Alvaro Fuentes



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



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	13	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	District Attorney
<b>File #:</b>	18-119	<b>Contact:</b>	Krishna Abrams, 784-6800
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution amending the List of Numbers and Classifications of Positions in the District Attorney's Office of Family Violence Prevention to extend 1.0 FTE limited term Social Worker III from June 30, 2018 through June 30, 2019 to provide services to crime victims at the Solano Family Justice Center (SFJC)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The District Attorney's Office of Family Violence Prevention (OFVP) recommends that the Board of Supervisors adopt a resolution amending the List of Numbers and Classifications of Positions to extend 1.0 FTE limited term Social Worker III from June 30, 2018 through June 30, 2019 to provide services to crime victims at the Solano Family Justice Center (SFJC).

### **SUMMARY/DISCUSSION:**

OFVP currently has a vacant 1.0 FTE limited term Social Worker III position that was extended through June 30, 2018 during the FY2017/18 budget process. This position assists victims of crime by conducting needs assessments, providing domestic violence education, creating safety plans, assisting with writing restraining orders, and accompanying clients to various court hearings (criminal and family law courts).

This position also provides crisis intervention, intensive case management and refers clients to both on-site and off-site SFJC partners when necessary, while continuing to follow up to confirm services were received by the victim.

This position also receives direct referrals from Child Welfare Services, Solano County Sheriff's Office Family Violence Intervention team (FIT), Women, Infants, & Children (WIC) staff, Kaiser Permanente Medical Centers, NorthBay Medical Centers, Public Health, Older and Disabled Adults (ODAS), Mental Health, and other off-site community partners.

The department recommends extending the limited term position through June 30, 2019.

**FINANCIAL IMPACT:**

The cost of this position was included in the FY2017/18 Adopted Budget and no additional County General Fund is associated with this request. The annual cost of this position is \$124,909.

**ALTERNATIVES:**

The Board may choose not to adopt the resolution; however, this is not recommended as the recommended extension of the limited term position will provide the department the necessary resources to continue to address ongoing workload.

**OTHER AGENCY INVOLVEMENT:**

Human Resources and the County Administrator's Office have reviewed this request and recommend the position changes.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2018 - \_\_\_\_\_


**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SOLANO  
AMENDING THE LIST OF NUMBERS AND CLASSIFICATIONS OF POSITIONS  
WITHIN SOLANO COUNTY**

**BE IT RESOLVED AND ORDERED**, that the Solano County Board of Supervisors authorizes the Director of Human Resources to make any technical corrections if needed.

**BE IT FURTHER RESOLVED AND ORDERED**, that the Solano County Board of Supervisors does hereby amend, modify and/or alter its Allocation List of Positions of Solano County as set forth below:

Department	Budget Unit	Class No.	Position Control No.	Class Title	Effective Date	Departmental Total Positions			
						Allocated	Filled	Proposed	Change
District Attorney	5501	344020	15169	Social Worker III LT to 6/30/19	3/11/18	1.00	0.00	1.0	0.00

  
\_\_\_\_\_  
Director of Human Resources

  
\_\_\_\_\_  
Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on \_\_\_\_\_  
by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
\_\_\_\_\_  
NOES: SUPERVISORS \_\_\_\_\_  
EXCUSED: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_  
JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	14	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Resource Management
<b>File #:</b>	18-105	<b>Contact:</b>	Bill Emlen, 784-6062
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution accepting the dedication of 0.14 acres of right of way easement for public roadway and public utility purposes on Locke Road for Minor Subdivision MS-17-03(Fry)		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>	A - Map, B - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒  
Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Resource Management recommends that the Board adopt a resolution accepting the dedication of 0.14 acres of right of way easement for public roadway and public utility purposes on Locke Road for Minor Subdivision MS-17-03(Fry).

### **SUMMARY/DISCUSSION:**

Minor Subdivision MS-17-03 creates two parcels (5.0 acres each). The parcels front on Locke Road North of the City of Vacaville in unincorporated Solano County (see Attachment A - Map).

Minor Subdivision MS-17-03 was approved by the Zoning Administrator on August 3, 2017. The conditions of approval for Minor Subdivision MS-17-03 require the developer to dedicate for road purposes a 10 foot wide right of way easement for public roadway and public utility purposes on Locke Road along the easterly frontage of the property. This dedication of 0.14 acres of additional right-of-way is in accordance with Chapter 26 of the Solano County Code. Adoption of the resolution (Attachment B - Resolution) will result in the dedication being recorded with the filing of the Parcel Map.

### **FINANCIAL IMPACT:**

The Road Fund pays the cost of maintaining Locke Road. There is no impact to the General Fund. This additional road dedication does not increase total road miles maintained but increases available land for road width to meet Board adopted County Road Standards.

### **ALTERNATIVES:**

The Board of Supervisors may choose not to accept the offer of dedication and purchase the property in the

future if needed for road purposes. This is not recommended, since dedications for road purposes are a requirement of County policies contained in Chapter 26 of the Solano County Code that are intended to mitigate the impact of new development on the County road system, and this dedication is a requirement of the subdivision.

**OTHER AGENCY INVOLVEMENT:**

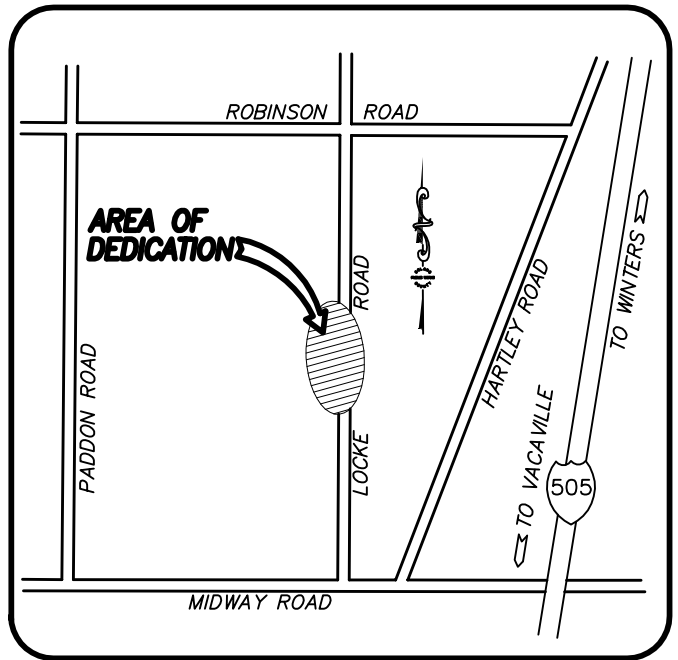
County Counsel has reviewed and approved this item as to form.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# VICINITY MAP

NOT TO SCALE

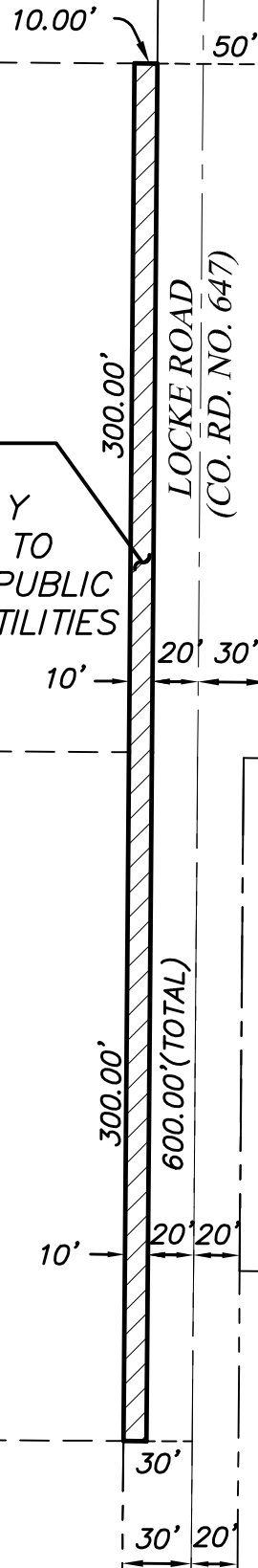


MS-17-03  
PARCEL 'A'  
4.79 AC± (NET)  
5.00 AC± (GROSS)

## PARCEL 'X'


(0.14 AC±)  
10' WIDE RIGHT-OF-WAY  
EASEMENT DEDICATION TO  
SOLANO COUNTY FOR PUBLIC  
ROADWAY & PUBLIC UTILITIES

MS-17-03  
PARCEL 'B'  
4.79 AC± (NET)  
5.00 AC± (GROSS)



SCALE: 1"=80'

## LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
-  RIGHT OF WAY DEDICATION

SOLANO COUNTY  
DEPARTMENT OF RESOURCE MANAGEMENT  
PUBLIC WORKS ENGINEERING

675 TEXAS STREET, SUITE 5500  
FAIRFIELD, CA 94533-6341  
TEL: (707) 784-6060 FAX: (707) 784-2894

MS-17-03 FRY PARCEL MAP  
10' WIDE RIGHT OF WAY EASEMENT FOR  
PUBLIC ROADWAY AND PUBLIC UTILITIES  
ALONG LOCKE ROAD  
COUNTY OF SOLANO

FEBRUARY  
2018

PAGE 1 OF 1



**RESOLUTION NO. 2018 - \_\_\_\_**

**RESOLUTION ACCEPTING THE DEDICATION OF 0.14 ACRES OF RIGHT OF WAY  
EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITY PURPOSES ON  
LOCKE ROAD FOR MINOR SUBDIVISION MS-17-03(FRY)**

**WHEREAS**, as a condition of approval of Minor Subdivision MS-17-03 the Developer (Fry) was required to dedicate right of way on Locke Road (Co. Rd. No. 647); and

**WHEREAS**, the Developer will record the Parcel Map with an offer of dedication to the County of Solano for additional right of way along the westerly side of Locke Road.

**RESOLVED**, the Solano County Board of Supervisors, in accordance with Chapter 26 of the Solano County Code, accepts the dedication of property for public roadway and public utility purposes along Locke Road for Minor Subdivision MS-17-03.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on February 27, 2018 by the following vote:

AYES:           SUPERVISORS           \_\_\_\_\_

\_\_\_\_\_

NOES:           SUPERVISORS           \_\_\_\_\_

EXCUSED:       SUPERVISORS           \_\_\_\_\_

\_\_\_\_\_  
JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

**Agenda #:** 15  
**Type:** Appointment  
**File #:** 18-36  
**Agenda date:** 02/27/2018  
**Status:** Consent Calendar  
**Department:** Board of Supervisors  
**Contact:** John M. Vasquez, 784-6129  
**Final Action:**  
**Title:** Approve the appointment of Deborah Begley (Pilot Association Member) to the Nut Tree Airport Advisory Committee for a term expiring June 30, 2021; and Re-designate current Nut Tree Airport Advisory Committee member Brant Seghetti as the Business Pilot Member for a term ending June 30, 2020 (Continued from February 6, 2018)  
**Governing body:** Board of Supervisors  
**District:** District 4  
**Attachments:** A - Minute Order

Date:	Ver.	Action By:	Action:	Result:
02/06/2018	1	Board of Supervisors	Continued	

Published Notice Required? Yes \_\_\_\_ No X

Public Hearing Required? Yes \_\_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

Supervisor Vasquez requests that the Board approve the appointment of Deborah Begley (Pilot Association Member) to the Nut Tree Airport Advisory Committee for a term expiring June 30, 2021; and Re-designate current Nut Tree Airport Advisory Committee member Brant Seghetti as the Business Pilot Member for a term ending June 30, 2020.

### **SUMMARY:**

The approved By-Laws for the Nut Tree Airport Advisory Committee (AAC) identify a five-member advisory committee comprised of a Recreational Pilot, a Business Pilot, an Area Resident, a Pilot Association Member and a Vacaville Business Representative.

The AAC currently has a vacancy. Mrs. Deborah Begley has expressed a desire to serve on the Airport Committee. Mrs. Begley is a pilot and aircraft owner and is based at Nut Tree Airport. If approved by the Board, Mrs. Begley would serve as the Pilot Association Member. Mrs. Begley's application is provided for the Board with Attachment A.

Mr. Brant Seghetti is currently on the AAC as the Pilot Association Member. Mr. Seghetti is also a professional business pilot. Staff recommends that the Board re-designate Mr. Seghetti as the Business Pilot member. Mr. Brad Elder was the previous Business Pilot Member but has decided to step down from the committee due to other commitments. Mr. Seghetti will assume the remainder of Mr. Elder's term to expire June 30, 2020.

### **FINANCIAL IMPACT:**

There is no fiscal impact associated with this appointment and re-designation.

**ALTERNATIVES:**

The Board could choose not to approve the appointment and re-designation. This is not recommended as the requested action is consistent with the Board approved By-Laws for the Nut Tree Airport Advisory Committee.

**OTHER AGENCY INVOLVEMENT:**

This appointment recommendation was prepared in conjunction with the Airport Manager.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Meeting Minutes - Action Only Board of Supervisors

*John M. Vasquez (Dist. 4), Chair*  
(707) 784-6129

*Erin Hannigan (Dist. 1), Vice-Chair*  
(707) 553-5363

*Monica Brown (Dist. 2)*  
(707) 784-3031

*James P. Spering (Dist. 3)*  
(707) 784-6136

*Skip Thomson (Dist. 5)*  
(707) 784-6130

---

Tuesday, February 6, 2018

8:30 AM

Board of Supervisors Chambers

---

15

[18-36](#)

Approve the appointment of Deborah Begley (Pilot Association Member) to the Nut Tree Airport Advisory Committee for a term expiring June 30, 2021; and Re-designate current Nut Tree Airport Advisory Committee member Brant Seghetti as the Business Pilot Member for a term ending June 30, 2020

**Continued**



# Solano County

675 Texas Street  
Fairfield, California 94533  
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## Agenda Submittal

<b>Agenda #:</b>	16	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Human Resources
<b>File #:</b>	18-112	<b>Contact:</b>	Marc Fox, 784-2552
<b>Agenda date:</b>	02/27/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution approving a collective bargaining agreement between Solano County In-Home Supportive Services Public Authority and SEIU, Local 2015; and Approve submission of the In-Home Supportive Services Program Public Authority Rate Request and supporting documentation to the State of California, Department of Social Services for its review and concurrence		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>			
<b>Attachments:</b>	A - Resolution, B - MOU, C - SOC 449, D - PA Rate Worksheet		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No \_\_\_  
Public Hearing Required? Yes \_\_\_ No \_\_\_

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Human Resources recommends that the Board of Directors adopt a resolution approving a collective bargaining agreement between Solano County In-Home Supportive Services Public Authority and SEIU, Local 2015.

The Department of Health and Social Services (H&SS) recommends that the Board of Directors of the Solano County Public Authority, employer of record for all Solano County In-Home care providers, approve submission of the In-Home Supportive Services Public Authority Rate Request and supporting documentation to the State of California Department of Social Services for its review and concurrence.

### **SUMMARY:**

The Solano County In-Home Supportive Services (IHSS) Public Authority (Public Authority) and SEIU, Local 2015 had an existing collective bargaining agreement which expired on December 31, 2015. Representatives from the Public Authority and SEIU, Local 2015 have met and conferred in good faith regarding the terms for a successor collective bargaining agreement. The Public Authority and SEIU, Local 2015 reached a total tentative agreement for a successor collective bargaining agreement for a term through June 30, 2020. Those represented by SEIU, Local 2015 have ratified the terms of the successor collective bargaining agreement. The next steps in adopting the collective bargaining agreement are the Public Authority's approval of the collective bargaining agreement and approval of submission of the IHSS Public Authority Rate Request to the State of California, Department of Social Services (CDSS), as required by Section 12306.1 of the California Welfare and Institutions Code. Assuming submission to the CDSS by February 28, 2018 and subject to final rate approval by CDSS, the agreed upon supplemental wage increase is anticipated to go into effect on May 1,

2018.

**FINANCIAL IMPACT:**

Adoption of the new collective bargaining agreement is estimated to increase Public Authority wage costs by a total of \$1,312,519 during the term of the agreement (effective February 27, 2018) through June 30, 2020. Actual costs will be determined by the State based on FY2017/18 IHSS paid provider hours and the applied annual inflation amounts as per Section 12306.16 of the California Welfare and Institutions Code.

The estimated total cost of the In-Home Supportive Services program in Solano County is \$98,917,809. IHSS services share of costs are split between federal, State and County depending on the category of services. The federal government pays between 50-56% of the costs, the State pays between 28.6 - 32.50% of the costs, and the County pays the balance of between 15.4% - 17.5% of the costs. IHSS Administrative costs are split similarly with the exception that the State has implemented a cap on its share of costs of administration, resulting in a lower percentage share of cost for the State of approximately 31% and a higher share of cost for the County of approximately 17.6%.

**DISCUSSION:**

Representatives of the Public Authority and SEIU, Local 2015 have met and conferred in good faith on a collective bargaining agreement regarding wages, hours and other terms and conditions of employment.

The parties have agreed on the following changes:

1. Term of the Agreement: The collective bargaining agreement will be effective February 27, 2017 (i.e., upon adoption by the Public Authority) through June 30, 2020.
2. Wages: Providers will receive the greater of either the locally adopted wage, federal minimum wage, or state minimum wage plus a \$0.50 wage supplement. The wage supplement goes into effect upon State of California approval, which is anticipated to be May 1, 2018.
3. Other Items:
  - Incorporated the name change from Service Employees International Union (SEIU), United Long Term Care Workers (ULTCW) Local 6434 to SEIU, Local 2015.
  - Deleted the Agency Shop requirements.
  - Deleted the requirement that a Provider who works 26 or more hours per month become a member of the union or pay an agency shop fee.
  - Established a joint labor-management training committee charged with identifying and obtaining mutual agreement on healthcare related training for Providers.
  - Deleted the training and orientations section.
  - Increased the temporary protective equipment and supplies available to Providers.
  - Amended the Side Letter Agreement regarding Provider enrollment orientation.

A copy of the collective bargaining agreement (Attachment B) and Rate Request and supporting documentation are attached (Attachments C and D).

**ALTERNATIVES:**

The Public Authority could elect to not approve the collective bargaining agreement between the Solano County In-Home Supportive Services Public Authority and SEIU, Local 2015 and could not approve submission of the Rate Request package; however, this is not recommended as the parties have met and

conferred in good faith pursuant to the Meyers-Milias-Brown Act and have reached agreement, and the new agreement was negotiated within the parameters previously provided by the Board to its negotiation team. Additionally, those represented within this bargaining unit have ratified the terms of the agreement.

**OTHER AGENCY INVOLVEMENT:**

Negotiations of the collective bargaining agreement were through a collaborative effort by the County, Public Authority and SEIU, Local 2015.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**RESOLUTION NO. 001 - 2018**

**RESOLUTION APPROVING THE MEMORANDA OF UNDERSTANDING BETWEEN  
SOLANO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY  
AND SEIU, LOCAL 2015**

**WHEREAS**, SEIU, Local 2015 is the recognized representative for In-Home Supportive Services Public Authority providers; and

**WHEREAS**, the Solano County In-Home Supportive Services Public Authority and SEIU, Local 2015 are required under the Meyers-Milias-Brown Act to meet and confer in good faith regarding wages, hours and other terms and conditions of employment; and

**WHEREAS**, the Solano County In-Home Supportive Services Public Authority and SEIU, Local 2015, having met and conferred in good faith, reached a total tentative agreement on a successor collective bargaining agreement; and

**WHEREAS**, the successor collective bargaining agreement has been ratified by the membership of SEIU, Local 2015 and the Board of Supervisors is required to ratify the successor collective bargaining agreements.

**NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED** that the Solano County In-Home Supportive Services Public Authority Board of Directors hereby enact the following:

1. Approve the Memorandum of Understanding between the Solano County In-Home Supportive Services Public Authority and SEIU, Local 2015.
2. Authorize the Director of Human Resources to make any technical corrections.

Passed and adopted by the Solano County In-Home Supportive Services Public Authority Board of Directors at its meeting on February 27, 2018 by the following vote:

AYES:         DIRECTORS         \_\_\_\_\_

\_\_\_\_\_

NOES:         DIRECTORS         \_\_\_\_\_

EXCUSED:     DIRECTORS         \_\_\_\_\_

\_\_\_\_\_  
JOHN M. VASQUEZ, Chair  
Solano County In-Home Supportive Services Public Authority  
Board of Directors

BIRGITTA E. CORSELLO, Clerk  
Solano County In-Home Supportive Services Public Authority  
Board of Directors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk

## MEMORANDUM OF UNDERSTANDING

### THE SOLANO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY AND SEIU LOCAL 2015

February 27, 2018 – June 30, 2020

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The Solano County In-Home Supportive Services Public Authority and  
SEIU Local 2015  
**February 27, 2018 – June 30, 2020**

**PREAMBLE**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Solano County IHSS Public Authority (hereinafter referred to as “Public Authority”) and SEIU, Local 2015 (hereinafter referred to as “Union”). The Union and the Public Authority acknowledge that the relationship between the Public Authority and the employees in this unit, who are individual providers, is governed by state law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, and that the Public Authority does not employ or manage the IHSS Independent Provider workforce in the role of a traditional employer. The parties also acknowledge that the IHSS recipients (Consumers) remain the employers for the purposes of hiring, firing, and supervising the work of any independent provider providing services to them.

The Public Authority and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of this MOU will require the assistance and cooperation of agencies that are not party to this MOU. The Public Authority and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provisions of this MOU. Similarly, the Union commits itself in this MOU to some goals that not only benefit this workforce but are also intended to benefit consumers of IHSS services.

This MOU is entered into pursuant to the authority provided under Section 3505.1 of the Government Code and has been jointly prepared by the parties.

**SECTION 1. UNION RECOGNITION**

The Public Authority recognizes SEIU, Local 2015 as the exclusive representative of IHSS Independent Providers in the County of Solano. This MOU does not apply to others affiliated with or employed by the Public Authority, including without limitation, administrative and operational staff of the Authority.

**SECTION 2. MUTUAL RESPECT**

The Public Authority and the Union agree that all workers and administrators involved in the IHSS program regardless of position, profession, or rank, will treat each other with courtesy, dignity and respect. The foregoing shall also apply in providing services to the public, specifically including IHSS consumers.

**SECTION 3. NO DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, sex, marital status, sexual orientation, age or disability by the Public Authority or by the Union. There shall be no discrimination against any disabled person seeking to be listed on the IHSS registry solely because of such disability, unless that disability prevents the person from performing the essential functions established for a Consumer or from carrying out the duties for a Consumer safely.

#### **SECTION 4. CONSUMER RIGHTS**

##### **A. CONSUMER RIGHTS**

1. **Consumer as Employer.** The parties reaffirm that under State Law and the County Ordinance establishing the Public Authority, Consumers have the sole and undisputed right to:
  - a. Hire Providers of their choice;
  - b. Remove Providers from their service at will;
  - c. Determine in advance and under all circumstances who can and cannot enter their home; and
  - d. Supervise and direct the work of Providers who are providing services to them within the scope of authorized services.

##### **B. CONSUMER CONFIDENTIALITY**

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding consumers. Union representatives and IHSS providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law. If consumer information is disclosed pursuant to this section, the consumer and the Public Authority shall be notified of such release or disclosure immediately.

In the event that a provider needs to communicate with the Union about a consumer or the Union needs to communicate with the Public Authority about a consumer, the parties agree that only the consumer's "recipient number" will be used as identification.

##### **C. RIGHT TO PRIVACY**

The Union shall have no contact with either the consumer or the provider at the consumer's home without the express permission of the consumer. This section does not apply to contact with the provider when the provider and the consumer share the same residence or the provider uses the consumer's address/phone number as his/her contact information. Under such circumstances, the union representative may speak with the Home Care worker only after explaining the purpose of the visit/call and after having received permission from both the consumer and the provider to either (1) make an appointment at another location and time; or (2) to continue with a meeting. The time spent in any such meeting shall not be counted as work time.

#### **SECTION 5. MANAGEMENT RIGHTS**

- A. Unless otherwise stated in this MOU, the Public Authority retains its exclusive rights, which include but are not limited to, the right to determine the methods, means and personnel by which the Public Authority's functions are to be carried out, to determine its mission and those of related committees and work groups, to determine the merits, necessity or organization of any service or activity, and to set standards of provider service to be offered through its registry to the recipient(s).
- B. The Public Authority reserves the right to take whatever action may be necessary in an emergency situation; however, the union shall be promptly notified.

## **SECTION 6. UNION RIGHTS AND RESPONSIBILITIES**

### **A. LIST AND INFORMATION**

1. The Public Authority shall, on a monthly basis, provide the Union a list of all current providers including name, address, social security number, telephone number, and hours worked. The list will be provided in an agreed upon computer format and password protection (or other mutually agreeable security method) to insure the confidentiality of the information. The Union shall use all means necessary in receiving, using and maintaining this information to protect the confidentiality of provider information.
2. The Union shall defend, indemnify, save, protect and hold harmless the Solano County IHSS Public Authority and their respective boards, directors, officers and employees from any and all claims, costs and liabilities for any damages and/or injury arising from disclosure to the Union of IHSS provider names, addresses, social security numbers, telephone numbers and hours worked. This includes, but is not limited to, the Public Authority's attorney's fees and costs.
3. The Public Authority will provide the Union with advance notice of its intention to produce any newsletter and will, upon request by the Union, include information from the Union in such newsletter, so long as the information provided is not objectionable in nature. The Public Authority will provide a link to the Union's website on its website.

### **B. BULLETIN BOARD**

The Public Authority will provide bulletin board space in its offices at 275 Beck Avenue in Fairfield, for use by the Union provided the communications displayed have to do with official organization business including, but not limited to, times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The Public Authority Administrator reserves the right to remove objectionable materials after notification to and discussion with the Union.

### **C. OFFICIAL REPRESENTATIVES & STEWARDS**

The Union shall provide a current Official Representatives List to the Public Authority Administrator. The list shall include the name, title, telephone number, mailing address and e-mail address of the Union's official representatives, including stewards. The Union shall notify the Public Authority Administrator of any changes to the List. The official Union representatives and stewards shall not be recognized by the IHSS Public Authority until such list or changes are provided to the Public Authority Administrator.

### **D. DUES DEDUCTION**

Pursuant to Public Authority Resolution, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction or agency fee deduction for all employees in its unit.

### **E. DUTY OF REPRESENTATION**

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all providers for whom this section is applicable regardless of whether they are members of the Union.

**F. NOTIFICATION AND COOPERATION**

The Public Authority and the Union will cooperate in the implementation and subsequent administration of this section.

The Public Authority shall provide to the Union the names, addresses and telephone numbers of all new IHSS enrolled Providers, as reported by CMIPS, by the tenth (10<sup>th</sup>) of each month. The Union shall mail the union membership card to all new Providers covered by this MOU.

**SECTION 7. PAYROLL**

To promote a timely and accurate payroll system, the Public Authority and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. When the causes of problems are outside the Public Authority's direct control, the Public Authority and Union shall work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies (this may include the State's or County's payroll department, for example).

The Public Authority shall provide all Home Care Workers with the appropriate telephone numbers at the County to call for timely answers to payroll questions and resolutions to problems. The Public Authority and the Union shall share information on the causes and potential solutions for payroll issues in good faith and in a spirit of cooperative problem solving.

**SECTION 8. WAGES**

- A. The Base Wage for Providers is \$11.50 per hour, or the State or federal minimum wage, whichever is higher.
- B. Effective as soon as practicable the Public Authority will supplement the Base Wage at an additional fifty cents (\$0.50) per hour ("Wage Supplement"). This Wage Supplement becomes effective the first of the month following the State's approval. The Wage Supplement will be added to the County's Maintenance of Effort (MOE) and will not be compounded for subsequent increases not locally negotiated.

The Public Authority will submit the appropriate request to the State to implement the new rate, which includes the Base Wage and the Wage Supplement within seven calendar days following Union ratification and the Public Authority adoption of this collective bargaining agreement.

- C. If the Provider Base Wage plus the Wage Supplement exceeds the maximum State participation level for wages plus benefits, the amount of the Wage Supplement will be reduced so that the County's MOE remains the same as it would have been had the State participation level not been exceeded. The Public Authority shall provide the Union twenty calendar days notice of any such reduction and shall include in said notice information and available documents which validate the reduction, and the reduction shall become effective on the first of the following month of said notice.

**SECTION 9. HEALTH PLAN**

**A. HEALTH AND VISION CARE PROGRAM**

The Public Authority shall provide Symetra Health, Vision and Dental Insurance to eligible Providers. The terms of the plan shall not change except by mutual agreement.



The Public Authority's total monthly contribution shall be no more than \$0.60 multiplied by the total number of monthly, paid, provider hours. This contribution will be put toward purchasing employee only coverage on behalf of each eligible Provider, as defined below, who enrolls in the Symetra health, vision, and dental plans. In no event shall the Public Authority be required to pay any amount in excess of this set amount (\$0.60 or current state rate multiplied by the total number of paid provider hours per month).

#### **1. Eligibility and Employment**

To determine the number of providers that could be enrolled in health benefits, a calculation is performed by multiplying the number of total hours paid times .60 and dividing by the monthly premium times twelve (12) months. The number of providers to be enrolled in the plan may decrease or increase in the future as premiums or paid provider hours change.

Providers are eligible to enroll in the Symetra health, vision and dental insurance program, according to the following criteria:

- a. To become eligible for health insurance, a provider must have worked and been paid at least sixty-five (65) hours for two (2) consecutive months as defined by the State of California.
- b. Coverage shall be first offered to Providers working and being paid at least sixty-five (65) hours a month for two (2) consecutive report months.
- c. If the total enrollment cap is not reached, the Union and the Public Authority will meet to determine whether the required number of hours for benefits eligibility will be set at a lower amount.
- d. If the maximum number of enrollments has been reached and new valid applications are received, a waiting list shall be established. All applications will be date stamped on the day they are received. As health enrollment slots become available, wait-listed Providers shall be enrolled by the Public Authority in the order that their properly completed applications were received.
- e. If the Public Authority's records indicate that a provider, who believes that he or she is eligible, is not actually eligible, the provider may contest those records. The provider or his or her Union representative may use payroll records, a written statement from an IHSS Social Worker or payroll clerk, or any other means of verifying that the hours were worked in the appropriate report months and the properly prepared timesheets were turned into IHSS payroll on time.
- f. Should it be shown that the provider in question is eligible, the Public Authority shall enroll the provider in the insurance plan retroactive to the month of first occurrence of medical expenses that is within the eligibility period once all forms have been completed.

**2. Notification**

- a. There shall be a thirty (30) day Open Enrollment period beginning March 1<sup>st</sup> of each year.
- b. If a provider accurately disputes that the Public Authority notified him or her of eligibility with the designated time frame for enrollment response, the Public Authority shall mail or re-mail the eligibility notice within three (3) days. The provider's returned enrollment form shall be processed following normal procedures and consistent with 1.f. above.

**3. Removal From Benefits**

- a. Any Provider who fails to work sixty-five (65) hours a report month (or a lower number of hours as outlined in C above) for three (3) consecutive months will become ineligible for coverage on the first (1<sup>st</sup>) day of the fourth (4<sup>th</sup>) month. Providers will therefore have a three (3) month grace period to re-establish eligibility. Such provider shall be required to re-establish eligibility by working sixty-five (65) or more hours for two (2) consecutive report months before being returned to the waiting list.
- b. Providers that are removed from coverage because of their failure to work the minimum number of hours for three (3) consecutive report months as described above, will be permitted to pay for their own coverage under COBRA rules.

**B. FUTURE ADDITIONAL FUNDING**

1. In the event that the State of California and/or the Federal government makes additional funding available or reduces its level of participation for the payment of health benefit premiums, the Union and the Public Authority shall meet and confer on the impact of the funding change on the above described health, dental and vision insurance plans.
2. Should changes in legislation create different options for the provision of health insurance to the providers in the bargaining unit, the parties will meet at the request of either party to explore changes in the provision of health insurance and uses of any funds no longer designated for health insurance.

**C. HOMECARE WORKERS HEALTH CARE RELIEF FUND**

The Union and the Public Authority shall develop a labor/management training committee that is charged with identifying and obtaining mutually agreed upon healthcare related training for the providers. This committee will remain in place and continue to carry out its charge until the existing fund balance has been depleted. The committee will endeavor to identify such trainings and develop procedures for enrollment of providers no later than one hundred and sixty (160) days after the commencement of this agreement.

**D. HEALTH, DENTAL AND VISION PLAN REVIEW**

During the term of this MOU, the Labor Management Committee shall serve as the Health Plan Joint Oversight Committee. The Committee will conduct a review of the Health Plan, to include a review of the operations and performance of the Health Plan, including review of detailed claim and premium reports, loss ratios, and other pertinent documents, data and reports relevant to the workings of the Health Plan. Additionally, the Committee will participate in an

advisory manner to the Public Authority and the Union in selection, continued evaluation and/or replacement of the Health Plan provider.

## **SECTION 10. REGISTRY**

### **A. REGISTRY SERVICES**

1. **Referrals** - It is recognized that one of the Public Authority's primary missions is assuring Registry services to facilitate the referral of providers to recipients to consider for hiring.

The Public Authority shall notify the Union no less than once every three (3) months of the number of providers referred for interviews and the number placed with a consumer.

If there are more than enough providers who meet the consumer's needs and criteria, the Public Authority will refer out the providers who have been waiting for a referral the longest amount of time.

2. **Relief and Emergency Services** – Registry services will also include a relief and emergency service to assist in providing temporary respite replacement for providers whose consumers have authorized personal care needs.

The Public Authority will publicize once each year the availability of relief and emergency services.

### **B. REMOVAL FROM THE REGISTRY**

1. The IHSS Public Authority retains the exclusive right to list, refer with or without comment, suspend, or remove an individual provider from the Registry, subject to the appeals process described below.
2. The IHSS Public Authority will give written notice to any individual Provider who is removed from the Registry. Such notice shall include the reason for their removal from the Registry and will inform the affected Provider of his/her right to file an appeal pursuant to Subsection 3, below, and his/her right to union representation. A copy of the written notice will be sent to the Union.
3. Either the Union or the Provider may file a written appeal after being notified of their removal from the Registry. Only Steps 1, 2, and 3 of the Grievance Procedure as described in Section 12 below may be utilized when appealing the removal of a Provider from the Registry and the decision of the County Health and Social Services Director (or his/her designee) shall be final.
4. If an appeal is filed, and the provider (or the Union if authorized by the Provider) requests copies of the written materials that were relied upon by the Public Authority when making its decision, copies of such documents will be provided by the Public Authority.

- C. This Section only applies to IHSS providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the rights of Consumers as set forth in Section 4 of this MOU.

**SECTION 11. [Not In Use]**

**SECTION 12. GRIEVANCE PROCEDURE**

**A. *DEFINITION AND PROCEDURAL STEPS***

A grievance is any dispute, which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU, which specifically provide that the decision of any Public Authority official or consumer shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

- Step 1.** Any provider (or the Union on the grievant's behalf) who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with a staff member of the Public Authority.
- Step 2.** If a grievance is not satisfactorily resolved in Step 1 above, the grievant, or the Union on the grievant's behalf, may submit the grievance in writing within fifteen (15) days of the action taken in Step 1 above to the Public Authority Administrator. The grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the resolution he or she seeks. The Public Authority Administrator or his/her designee shall have fifteen (15) days from receipt of the written grievance in which to respond to the grievance in writing. If the grievant requests a meeting with the Public Authority Administrator or his/her designee at this step, such a meeting will be held.
- Step 3.** No grievance may be processed under this Section, which has not first been submitted and investigated in accordance with Step 2. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU under Step 2, either the grievant, or the Union on the grievant's behalf, may submit the grievance to the Director of Health and Social Services. The Director of Health and Social Services or his/her designee shall have twenty-one (21) days from receipt of the written grievance in which to investigate the issue(s), meet with the complainant and attempt to reach a satisfactory resolution of the problem.
- Step 4.** No grievance may be processed under this Section, which has not first been submitted and investigated in accordance with Step 3. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, the Union on the grievant's behalf or the IHSS Public Authority may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant and the Public Authority Administrator. Within ten (10) days of the request for arbitration, the parties shall mutually select an arbitrator who shall

render a decision within thirty (30) days from the date of final submission of the grievance including receipt of the Court Reporter's transcript and post hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant or the Union on the grievant's behalf, and the Public Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

**B. SCOPE OF ARBITRATION DECISIONS**

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, subject to the provisions outlined below, to the extent permitted by law. All awards containing non-monetary remedies, and any award which grants a monetary remedy to any grievant up to five thousand dollars (\$5,000) per individual grievant, are final and binding on the Public Authority and the Union. To the extent that any award grants a monetary remedy in excess of five thousand dollars (\$5,000) per individual grievant, it is advisory in regard to amounts in excess of that limitation. Within sixty (60) days of receiving notice of an arbitration award requiring an expenditure in excess of five thousand dollars (\$5,000) per individual grievant, the party required to pay the award will notify the other party in writing of its decision whether it will or will not implement the award for that excess amount. If the party required to pay the award declines to implement an award for amounts in excess of five thousand dollars (\$5,000) per individual grievant, the arbitrator's decision and award shall have no force or effect as to the monetary element which is in excess of five thousand dollars (\$5,000). By agreeing to the monetary limitation in this subsection, the parties do not waive their right to pursue legal remedies to collect any amounts in excess of the monetary limitation.
2. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth above.
3. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
4. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Public Authority and the Union.

**C. TIME LIMITS**

The time limits specified above may be waived in writing by mutual agreement of the parties to the grievance. If a grievant fails to meet the time limits specified above, the grievance will be deemed to have been settled and withdrawn. For purposes of this section, the term "day" shall mean a calendar day. Unless the Public Authority and the Union have mutually agreed in writing to the contrary, the filing and processing of a grievance shall not delay or interfere with any Public Authority action.

**D. UNION NOTIFICATION**

If a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, files a grievance, the Public Authority shall give the Union a copy of all grievance materials.

**E. PROVIDER PARTICIPATION**

Provider participation in the grievance procedure in any capacity shall be solely on the provider's own time, and shall not be treated as being within any Consumer's allocated service hours, or as paid time.

**SECTION 13. HEALTH AND SAFETY**

**A. TEMPORARY PROTECTIVE EQUIPMENT AND SUPPLIES**

The Public Authority will purchase exam gloves and disinfectant wipes in an amount not to exceed the cost of five hundred dollars (\$500) per calendar year to be used on behalf of clients. These supplies will be available at the Public Authority's Office. These supplies will be distributed in lots of one hundred (100) towelettes (one box) or fifty (50) pairs (one box) of gloves at a time to providers upon request on a one-time basis per calendar year. If /when the stock of these supplies is depleted the Public Authority is under no obligation to purchase an additional amount during that calendar year. If at some point in the future, Medi-Cal/Medicare begins to cover the cost of these items, the parties shall meet to discuss how best to take advantage of the opportunity. The IHSS Public Authority shall have no obligation to reimburse Providers for purchases of supplies. Nothing in this section will be construed to limit or interfere with the consumer's right to establish conditions of a Provider's employment.

**B. OTHER HEALTH AND SAFETY ISSUES**

Other health and safety issues will be referred to the Labor-Management Committee, including but not limited to the adequacy of protective equipment and supplies and their distribution.

**C. MANDATED REPORTER RESPONSIBILITIES**

Care custodians, including those providing services through IHSS, are considered mandated reporters for suspected adult abuse. Additionally, anyone who, in their professional capacity, receives information that would lead them to suspect adult abuse may be occurring, is also mandated to report that information. This category includes those providing registry services or matching caregivers and consumers.

**SECTION 14. LABOR –MANAGEMENT COMMITTEE**

In order to encourage open communication, promote harmonious relations and resolve matters of mutual concern, the parties agree to create a labor-management committee. The committee will be governed by the following:

- A.** The committee will meet every other month or as mutually agreed to by the parties.
- B.** The committee will work cooperatively to address matters affecting the relationship between the parties and to develop measures to improve client care and the IHSS program.
- C.** The topics for such meetings may include, but are not limited to, mutual respect, payroll problems, health and safety issues and training and education.

- D. Provider committee members will serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.
- E. The committee will refrain from conducting negotiations and relegate those subjects to the appropriate meet and confer process.

The committee will be composed of two (2) representatives appointed by the Public Authority and two (2) representatives appointed by the union. In addition, County staff and Union staff may attend and participate. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues. Advance notice of such invitations should normally be provided to members of the committee.

#### **SECTION 15. NO STRIKE / NO LOCKOUT**

The uninterrupted continuation of In-Home Support Services is of paramount importance to county residents and specifically to the recipients of home care services. Therefore, neither the Union nor the employees covered by this MOU shall authorize, sanction or support any strike, slowdown or stoppage of work, or refuse to perform customary duties. In addition, the Public Authority shall not lock out Home Care Workers covered by this MOU. This provision shall continue in full force and effect for the term of this MOU and for a minimum of one (1) year beyond the term of this MOU.

#### **SECTION 16. AGREEMENT, MODIFICATION AND WAIVER**

##### **A. *SOLE AND ENTIRE AGREEMENT***

Except as otherwise specifically provided herein, this MOU, together with any appendices and/or side letters, concludes all collective bargaining between the parties and constitutes the sole and entire MOU between the parties and supersedes any prior MOU or understandings, oral or written, or practices by the Public Authority or the County with regard to the Home Care Workers unit.

The Parties acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to submit proposals with respect to any subject matter not otherwise prohibited by law and that the agreement reached by the parties following the exercise of that right and opportunity is set forth in this MOU.

##### **B. *MODIFICATION***

Neither party shall, during the term of this MOU, demand any change to the provisions of this MOU, provided, however, that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any such agreement, alteration, understanding, variation, waiver, or modification of any of the provisions contained herein shall not be binding upon the parties hereto unless it is made and executed in writing by all parties hereto and, if required, approved by the Governing Body of the Public Authority.

##### **C. *WAIVER***

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.



**D. SEPARABILITY OF PROVISIONS**

Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

**E. PAST PRACTICES**

This MOU does not guarantee continuance of working conditions and practices not specifically authorized by resolution of the Public Authority.

**SECTION 17. INDEMNIFICATION AND LIABILITY**

This section is included for informational purposes only:

Solano County Ordinance 1615 revised the Solano County Code to add Chapter 7.4. Section 7.4-17 states the following:

- (a) Any obligation or legal liability of the Authority, whether statutory, contractual or otherwise, shall be the obligation or liability solely of the Authority and shall not be the obligation or liability of the County of Solano, or its agents, officers or employees. Solano County Ordinance 1615 revised the Solano County Code to add Chapter 7.4. Section 7.4-17 states the following:
- (b) The Authority shall not be deemed to be the employer of IHSS providers for purposes of liability because of the negligence or intentional torts of the IHSS providers. Employees of the Authority shall not be employees of the County for any purpose.

The Public Authority shall not be held liable for any action or omission of any IHSS provider whom the Public Authority did not list on its registry or otherwise refer to a recipient.

**SECTION 18. TERM**

This Memorandum of Understanding between the Solano County IHSS Public Authority and SEIU, Local 2015 shall be effective the later of February 6, 2018 or upon ratification of both the Union and the Public Authority governing board and shall remain in full force and effect to and including June 30, 2020.

**IHSS PUBLIC AUTHORITY**

**SEIU, LOCAL 2015**

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Marc A. Fox  
Director of Human Resources

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David Werlin  
Statewide Bargaining Director

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Teri Ruggiero  
Public Authority Administrator

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Veronica Stead-Mendez  
Organizer

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Jessica Smith  
Risk Analyst

---

Jamie Thompson  
Regional Director

---

Tess Lapira  
Director of Administrative Services

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Carl Vinson  
Bargaining Team Member

---

Sandi Hilton  
Bargaining Team Member

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Daphne Dunston  
Bargaining Team Member

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April Verrett  
Executive Vice President

Ratified by SEIU, Local 2015: February 22, 2018

Adopted by Board: \_\_\_\_\_

**Side Letter Agreement regarding provider enrollment orientation**

**Solano County IHSS Public Authority & SEIU Local 2015  
Group Orientation Agreement**

Welfare and Institutions Code (WIC) section 12301.24, added by ABX4 19 (Chapter 17, Statutes of 2009), requires all prospective IHSS providers to attend a provider enrollment orientation, as detailed in ACL 09-54. SB 878, signed by the Governor on September 27, 2014, amends WIC section 12301.24 to add additional IHSS provider orientation requirements. Additionally, SB 878 adds WIC section 12301.24(e) which requires that, no later than April 1, 2015:

- The provider orientation shall be an onsite orientation that all prospective providers shall attend in person.
- Prospective providers may attend the onsite provider orientation only after completing and submitting the IHSS Provider Enrollment Form (SOC 426). Counties must ensure that all prospective providers complete and submit the SOC 426 before he/she may be allowed to attend the onsite provider orientation.
- Representatives of the recognized employee organization in the county shall be permitted to make a presentation of up to thirty minutes at the provider orientation.

Per SB 878, the Solano County IHSS Public Authority and SEIU Local 2015 have agreed to establish group orientations to meet the requirements under Welfare Institutions Code (WIC) 12301.24. Both parties agree to implement group orientations in accordance with the following provisions:

1. Prospective IHSS providers will be instructed to complete a mandatory onsite group orientation following completion of the SOC 426 as part of their individual online enrollment process through the Solano County Public Authority Registration, Enrollment, and Video Application (REVA) as described in subdivision (a) of Section 12305.81.
2. The Public Authority will work collaboratively with SEIU 2015 to schedule orientations and book rooms in County buildings. The room will be available for setup 30 minutes prior to the scheduled Orientation session.
3. The Public Authority will work collaboratively with the Union to determine the content of the group orientation and overall flow of the presentation. The Public Authority will be responsible for the content and presentation of the group orientation, except for the presentation offered by the Union, which will be near the beginning of the session. If the Union is unable to make a presentation at any given group orientation, the Public Authority staff will not substitute for the presentation, but will distribute union-provided materials as long as no information pertaining to either local or partisan elections is included in the Union provided information. The Public Authority will instruct prospective providers to call the Union if they have any questions.

4. Copies of the sign-in sheets of the group orientation will be scanned and sent via email to the Union.

This agreement may be modified by mutual agreement between the Public Authority and SEIU Local 2015.

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Teri Ruggiero, Administrator  
Solano County IHSS Public Authority

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Dave Werlin, Bargaining Director  
SEIU Local 2015

# IN-HOME SUPPORTIVE SERVICES PROGRAM PUBLIC AUTHORITY/NON-PROFIT CONSORTIUM RATE

To: California Department of Social Services  
Adult Programs Division  
Public Authority Unit  
744 P Street, MS 9-9-04  
Sacramento, CA 95814

COUNTY: Solano	
CONTACT NAME: Teri Ruggiero, Public Authority Administrator	
PA NAME: Solano County IHSS Public Authority	
TELEPHONE: ( 707 ) 784-8803	FAX NUMBER: ( 707 ) 435-2388
ADDRESS: 275 Beck Avenue, MS 5-190 Fairfield, CA 94533	
EMAIL ADDRESS: TLRuggiero@solanocounty.com	

Please address questions regarding this form to the Public Authority Unit, at (916) 651-3488.

Please complete the budget narrative below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits) and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits for IHSS providers, however, these costs may be eligible for Title XIX reimbursement.

- The state will only participate in hourly wage and benefits up to \$12.10 per hour unless otherwise provided for in the Annual Budget Act or appropriated by statute.
- The state will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/DHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

**I hereby certify that the proposed IHSS MOE adjustment includes no locally negotiated health benefit rate changes and no changes that modify who is eligible for health benefits (only applies to non-locally negotiated health benefit rates).**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## BUDGET NARRATIVE

		Current Rate	Requested Rate	Difference
PA/NPC Hourly Rate:	1	\$14.52	\$13.64	-\$0.88
PA/NPC Hourly Administrative Cost:	2	\$0.29	\$0.15	-\$0.14
Hourly Services Cost: Total	3	\$14.23	\$13.49	-\$0.74
Hourly Wage (locally negotiated)	4	\$11.50	\$12.00	\$0.50
Hourly Wage (non-locally negotiated)	5			
Payroll Taxes (FUTA, SUI, FICA)	6a	\$2.13	\$0.89	-\$1.24
Health Benefits (locally negotiated)	6b	\$0.60	\$0.60	\$0.00
Health Benefits (non-locally negotiated)	7			
Non-Health Benefits (if any)	8			

Comments: Please include the Line-by-Line Budget Narrative with PA Rate Change Package

**County: Solano**

Projected yearly hours

**6,611,662**

#	ITEM	BUDGET	SERVICES	ADMIN	Portion of RATE
	<b>Provider Costs</b>				
1	IP Wages = 6,611,622 hours @ \$12.00 per hr*	\$ 79,339,944	\$ 79,339,944		12.0000
2	IP Employer Taxes @7.40%	\$ 5,871,156	\$ 5,871,156		0.8880
3	Health Benefits @\$0.60/hr	\$ 3,966,997	\$ 3,966,997		0.6000
	<b>Total Provider Costs</b>	<b>\$ 89,178,097</b>	<b>\$ 89,178,097</b>		<b>13.49</b>
	<b>Public Authority Administrative costs</b>				
	<b>Salaries &amp; Benefits</b>	\$ 730,900		\$ 730,900	0.1105
	<b>Operating Costs:</b>				
	<b>Services &amp; Supplies</b>	\$ 139,093		\$ 139,093	0.0210
	<b>Overhead Cost</b>	\$ 145,396		\$ 145,396	0.0220
	<b>Total Public Authority Administrative costs</b>	<b>\$ 1,015,389</b>		<b>\$ 1,015,389</b>	<b>0.15</b>
	<b>TOTAL</b>	<b>\$ 90,193,486</b>	<b>\$ 89,178,097</b>	<b>\$ 1,015,389</b>	<b>13.64</b>
	<b>Total hourly rate: The hourly rate is computed by adding total services costs and total administrative costs and dividing by the number of IHSS hours.</b>				
		Services Cost	Adm Costs	Total Hours	Total PA Hourly Rate
	<b>PA Rate</b>	\$ 89,178,097 +	\$ 1,015,389.00 /	\$ 6,611,662 =	<b>\$ 13.64</b>
	<b>Services Rate = Services Cost Divided by Total Hours</b>	\$ 89,178,097	\$ - /	\$ 6,611,662 =	<b>\$ 13.49</b>
	<b>Admin Rate = Admin Cost Divided by Total Hours</b>		\$ 1,015,389.00 /	\$ 6,611,662 =	<b>\$ 0.15</b>

\* \$12.00 include \$0.50 wage supplement per hour

## County: Solano

## BUDGET NARRATIVE

#	ITEM		BUDGET	SERVICES	ADMIN	RATE
	<b>Provider Costs</b>					
1	IP Wages		\$ 79,339,944	\$ 79,339,944		12.0000
	Hours	6,611,662				
	Rate	\$ 12.00				
2	IP Employer Taxes		\$ 5,871,156	\$ 5,871,156		0.8880
	Rate	7.40%				
3	Health Benefits	\$ 0.60	\$ 3,966,997	\$ 3,966,997		0.6000
	<b>Total Provider Costs</b>		<b>\$ 89,178,097</b>	<b>\$ 89,178,097</b>		<b>13.49</b>
	<b>Public Authority Administrative costs</b>					
5	Administrative Salaries					
	Public Authority Administrator	1.00 FTE	\$ 132,250		\$ 132,250	0.0200
	Social Worker III	1.00 FTE	\$ 96,813		\$ 96,813	0.0146
	Social Services Worker	2.00 FTE	\$ 131,717		\$ 131,717	0.0199
	Office Assistant III	1.00 FTE	\$ 66,784		\$ 66,784	0.0101
	Office Assistant II	1.00 FTE	\$ 60,664		\$ 60,664	0.0092
	<b>Total Salary</b>		<b>\$ 488,228</b>		<b>\$ 488,228</b>	<b>0.07</b>
6	Administrative Benefits and Taxes					
	Retirement		\$ 97,351		\$ 97,351	0.0147
	FICA-Employer		\$ 35,112		\$ 35,112	0.0053
	Health Insurance		\$ 86,129		\$ 86,129	0.0130
	Dental Insurance		\$ 6,636		\$ 6,636	0.0010
	Vision Insurance		\$ 1,008		\$ 1,008	0.0002
	Compensation Insurance		\$ 13,966		\$ 13,966	0.0021
	Long Term Disability Insurance		\$ 534		\$ 534	0.0001
	Unemployment Insurance		\$ 278		\$ 278	0.0000
	Life Insurance		\$ 658		\$ 658	0.0001
	Accrued Leave Payoff		\$ 1,000		\$ 1,000	0.0002
	<b>Total Benefits and Taxes</b>		<b>\$ 242,672</b>		<b>\$ 242,672</b>	<b>0.04</b>
	<b>Operating Costs</b>					
7	Communications-Telephone		\$ 3,346		\$ 3,346	0.0005
8	Communications-Cellular		\$ 2,650		\$ 2,650	0.0004
9	Risk Management Insurance		\$ 28		\$ 28	0.0000
10	General Liability Insurance		\$ 3,826		\$ 3,826	0.0006
11	Computer Equipment		\$ 9,755		\$ 9,755	0.0015
12	Computer Data Processing		\$ 29,764		\$ 29,764	0.0045
13	Rents & Leases - Equipment		\$ 1,000		\$ 1,000	0.0002
14	Office Expense		\$ 16,000		\$ 16,000	0.0024
15	Postage		\$ 6,000		\$ 6,000	0.0009
16	Contracted Services		\$ 45,400		\$ 45,400	0.0069
17	Memberships		\$ 9,358		\$ 9,358	0.0014
18	Training/Travel/Personal Mileage		\$ 4,210		\$ 4,210	0.0006
19	Advertising/Marketing		\$ 1,000		\$ 1,000	0.0002
20	Employee Recognition		\$ 150		\$ 150	0.0000
21	Utilities		\$ 2,915		\$ 2,915	0.0004
22	Maintenance Building- General Services		\$ 3,691		\$ 3,691	0.0006
23	County Cost Plan-A87		\$ 42,121		\$ 42,121	0.0064
24	Financing Uses-Debit Services		\$ 1,178		\$ 1,178	0.0002
25	Department Administrative Cost		\$ 102,097		\$ 102,097	0.0154
	<b>Total Operating Costs</b>		<b>\$ 284,489</b>		<b>\$ 284,489</b>	<b>0.04</b>
	<b>Total Public Authority Administrative costs</b>		<b>\$ 1,015,389</b>		<b>\$ 1,015,389</b>	<b>0.15</b>
	<b>TOTAL</b>		<b>\$ 90,193,486</b>	<b>\$ 89,178,097</b>	<b>\$ 1,015,389</b>	<b>\$ 13.64</b>