

# **Solano County**

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



## **Agenda - Final**

**Tuesday, April 10, 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      **18-249**      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)

**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

### Resource Management:

- 2        **18-217**        Adopt and present a resolution and plaque of appreciation honoring Robin D. Logan, Senior Public Works Maintenance Worker, upon his retirement from the Department of Resource Management with over 31 years of dedicated service to Solano County (Supervisor Thomson)

**Attachments:**    [A - Resolution](#)

### Ag Commissioner/Sealer of Weights and Measures

- 3        **18-225**        Adopt and present a resolution and plaque of appreciation honoring Shirley Tavare, Senior Agricultural Biologist/Weights and Measures Inspector, upon her retirement from the Solano County Department of Agriculture/Weights and Measures, with over 23 years of dedicated service (Chair Vasquez)

**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**Human Resources:

- 4      **18-247**      Adopt a resolution amending the collective bargaining agreements between the County of Solano and Professional and Technical Engineers Local 21 (Local 21) representing Unit 19 - Executive and Senior Management by amending the 2018 lump sum payment by replacing the eight (8) hours lump payment with a flat dollar payment of two-hundred and twenty-five dollars (\$225) and amending Section 14, Holidays, by adding one (1) floating holiday beginning January 1, 2019

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

- 5      **18-246**      Approve an Appropriation Transfer Request totaling \$1,250,000 with \$1,150,000 from General Fund Contingency and \$100,000 from the Risk Management Liability Reserve to Risk Management for Non-Covered Liabilities to cover unanticipated litigation expenses (4/5 vote required)

General Services:

- 6      **18-237**      Approve a resolution designating R & M Steel Company as the supplier of building materials for T-Hangars and a Shop Building for the Nut Tree Airport T-Hangar Project for approximately \$319,000

Attachments:    [A - Resolution](#)  
                         [B - Summary of Manufacturer Ranking](#)

## HEALTH AND SOCIAL SERVICES

### Health and Social Services:

- 7      **18-234**      Approve a 2 year contract with eSolutions, Inc. (formerly known as ClaimRemedi), for \$132,000 to provide electronic claims management services for the period of July 1, 2017 through June 30, 2019; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain within budgeted appropriations

Attachments:    [A - Contract](#)

## CRIMINAL JUSTICE

### Probation:

- 8      **18-214**      Adopt a resolution and plaque of appreciation honoring Arthur C. Lamb III, Senior Deputy Probation Officer, upon his retirement from the Solano County Probation Department with over 26 years of dedicated public service to Solano County

Attachments:    [A - Resolution](#)

## SPECIAL DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS

### Solano County Housing Authority:

- 9      **18-215**      Approve and adopt updates to the Solano County Housing Authority Administrative Plan

Attachments:    [A - Admin Plan Revisions](#)

## REGULAR CALENDAR

### Rescheduled Consent Items

### Consider the following:

- A)
- B)
- C)

**CRIMINAL JUSTICE**Probation:

- 10      **18-235**      Receive a presentation from the Solano County Probation Department to review programs, services, monitoring, enforcement activities and preliminary recidivism data from Beyond the Arc, Inc.

**BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS**

**10:30 A.M.**

**GENERAL GOVERNMENT**County Administrator:

- 11      **18-223**      Adopt a resolution and receive a presentation proclaiming the week of April 15-21, 2018 as National Volunteer Week in Solano County

Attachments:    [A - Resolution](#)  
                         [B - Volunteer Descriptions and Hours](#)  
                         [C - Presentation](#)

**ADJOURN:**

*To a reception honoring Solano County volunteers; County Administration Center Board Chambers Foyer, 675 Texas Street, Fairfield, California. The next Board of Supervisors meeting will be April 24, 2018 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA*



# Solano County

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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>	18-249	<b>Contact:</b>	Dennis Bunting, 784-6145
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	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)		
<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 X  
Public Hearing Required? Yes \_\_\_\_ No X

## CLOSED SESSION MEMO

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

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)

- 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>	Resolution	<b>Department:</b>	Resource Management
<b>File #:</b>	18-217	<b>Contact:</b>	Bill Emlen, 784-6062
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution and plaque of appreciation honoring Robin D. Logan, Senior Public Works Maintenance Worker, upon his retirement from the Department of Resource Management with over 31 years of dedicated service to Solano County (Supervisor Thomson)		
<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 ☒

Public Hearing Required? Yes ☐ No ☒

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Resource Management recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Robin D. Logan, Senior Public Works Maintenance Worker, upon his retirement from the Department of Resource Management with over 31 years of dedicated service to Solano County.

### **SUMMARY/DISCUSSION:**

Robin Logan began his career with the Solano County Public Works Operations Division when he was permanently hired onto the Rio Vista Road Crew in December of 1986 as a Public Works Maintenance Worker. Over the course of his 31 plus years of distinguished service with Solano County, Mr. Logan worked on the Rio Vista Road Crew at the Rio Vista Corporation Yard as a Public Works Maintenance Worker, the Fairfield Road Crew as both Public Works Maintenance Worker and Senior Public Works Maintenance Worker and Traffic Maintenance Crew in the Fairfield Corporation Yard as Senior Public Works Maintenance Worker. Mr. Logan was instrumental in updating road signs and guardrails to the latest quality standards to ensure the safety of the public and Public Works crews. Mr. Logan's knowledge, experience and expertise in various traffic-related laws, activities, bridge systems and emergency response has proven him to be a valuable asset to the County and its residents and earned him the respect of management, peers and the public.

Mr. Logan will retire on April 18, 2018, as a Senior Public Works Maintenance Worker with the Department of Resource Management. His retirement brings to a close a model career of active service to the residents and visitors of Solano County.

Mr. Logan will be missed for his expertise, dedication, kindness and humor, which enriched the lives of those

fortunate enough to know him in his time here with the County of Solano. His high level of commitment to his job and the Solano community was evident throughout his career with the County.

Mr. Logan presently lives in the Fairfield area, enjoys spending time with family, traveling, buying and selling items and going to flea markets; once he retires he plans on traveling to England with family and having every day off, rather than only every other Monday.

**FINANCIAL IMPACT:**

The costs associated with preparing the agenda item is nominal and absorbed by the department's FY2017/18 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2017/18 Adopted Budget.

**ALTERNATIVES:**

The Board may choose to not approve the resolution and plaque of appreciation. This alternative is not recommended because Mr. Logan's service to Solano County is worthy of recognition and provides a positive example for others.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING ROBIN D. LOGAN, SENIOR PUBLIC WORKS MAINTENANCE WORKER, UPON HIS RETIREMENT FROM THE DEPARTMENT OF RESOURCE MANAGEMENT WITH OVER 31 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY**

**WHEREAS**, Robin D. Logan began his career with Solano County on December 15, 1986, when he was hired permanently as a Public Works Maintenance Worker Trainee on the Solano County Public Works Operations' Rio Vista Road Crew; and

**WHEREAS**, Mr. Logan took great pride in his work and was promoted to Public Works Maintenance Worker while working on the Rio Vista Road Crew on December 13, 1987, where he performed maintenance on gravel and paved roads, vegetation management, handled drainage issues and responded to emergency situations; and

**WHEREAS**, Mr. Logan transferred to the Fairfield Road Crew on July 25, 1988, as Public Works Maintenance Worker and was later promoted to Senior Public Works Maintenance Worker on June 22, 2003, where he served as lead worker, operated equipment and performed road maintenance activities; and

**WHEREAS**, Mr. Logan transferred as Senior Public Works Maintenance Worker to the Traffic Maintenance Crew on December 31, 2007. Mr. Logan ensured that regulatory, advisory and temporary work zone signs were in compliance and updated, performed various traffic and bridge related activities and coordinated with Operations and Engineering Division staff to implement and track changes to ensure accuracy and safety of traffic-related signage and striping; and

**WHEREAS**, Mr. Logan was awarded the Star Performer Award in 2012 and worked on multiple projects throughout his career, performing road and traffic maintenance activities, operating heavy equipment and line striping truck, re-organizing sign shop, training multiple employees on various road and traffic related activities, installing and repairing guardrails for better efficiency and safety. Mr. Logan was a major contributor in upgrading and installing County road signs from engineer grade to the best quality hi-visibility grade materials and his expertise was evident when he played an instrumental role in cross training a staff member on striper truck operation; and

**WHEREAS**, Mr. Logan has been a great asset to the County and community, he will retire on April 18, 2018, having served over 31 years with distinction and dedication, providing road and traffic maintenance to over 577 miles of roadway, protecting the residents and visitors of Solano County, he will be missed for his expertise, dedication, kindness and humor.

**RESOLVED**, that the Solano County Board of Supervisors hereby honors Robin D. Logan, for his dedicated service to the residents of Solano County and wishes him well in his retirement and future endeavors.

Dated this 10<sup>th</sup> day of April, 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:

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Jeanette Neiger, Chief Deputy Clerk



# Solano County

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## Agenda Submittal

<b>Agenda #:</b>	3	<b>Status:</b>	Presentation
<b>Type:</b>	Resolution	<b>Department:</b>	Ag Commissioner/Sealer of Weights and Measures
<b>File #:</b>	18-225	<b>Contact:</b>	Julia Hardy, 784-1475
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt and present a resolution and plaque of appreciation honoring Shirley Tavaré, Senior Agricultural Biologist/Weights and Measures Inspector, upon her retirement from the Solano County Department of Agriculture/Weights and Measures, with over 23 years of dedicated service (Chair Vasquez)		
<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 ☒  
Public Hearing Required? Yes ☐ No ☒

### DEPARTMENTAL RECOMMENDATION:

The Agricultural Commissioner/Sealer of Weights and Measures recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Shirley Tavaré, Senior Agricultural Biologist/Weights and Measures Inspector, upon her retirement from the Solano County Department of Agriculture/Weights and Measures with over 23 years of dedicated service.

### SUMMARY/DISCUSSION:

On May 12, 1994, Shirley Tavaré began her career with the Solano County Department of Agriculture Weights and Measures.

During Ms. Tavaré's tenure as a member of the department, she has worked diligently to provide services to the farming community and the public. Ms. Tavaré has always embraced the goal of excellence in delivery of services. She is one of the best report writers within the department, and it is the quality of her work that sets her apart. Ms. Tavaré takes the time to research questions for growers on regulatory issues and serves as the "go to" person for more inexperienced staff. During her employment, the Department has undergone many changes, moving program priorities and shifting to a more digital world. Ms. Tavaré has lent her thoughtful insights as a staff member identifying the potential impacts, both positive and negative of these changes.

The Department of Agriculture/Weights and Measures will not be the same, as Ms. Tavaré's colleagues and friends at Solano County will greatly miss her, and we wish her a happy and well-deserved retirement.

### FINANCIAL IMPACT:

The costs associated with preparing the agenda item is nominal and absorbed by the department's FY2017/18 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2017/18 Adopted Budget.

**ALTERNATIVES:**

The Board of Supervisors could choose not to adopt this resolution and plaque of appreciation; however, this is not recommended as this is an opportunity to recognize Shirley Tavare's dedication and service to Solano County and its citizens.

**OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No.2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING SHIRLEY TAVARE, SENIOR AGRICULTURAL BIOLOGIST/WEIGHTS AND MEASURES INSPECTOR, UPON HER RETIREMENT FROM THE SOLANO COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS AND MEASURES WITH OVER 23 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY**

**WHEREAS**, Shirley Tavaré began her career as an Agricultural Biologist Trainee with Solano County in May 12, 1994; and

**WHEREAS**, in November of 1994 Shirley presented as a goal to her supervisors that she wished to complete the 14 licensing exams to advance to the Senior Biologist level, which she achieved within five years, promoting to Senior Agricultural Biologist / Weights and Measures Inspector on May 2, 1999; and

**WHEREAS**, Ms. Tavaré's supervisors noted early on her abilities, stating that she was very capable and self-reliant and that she was resourceful in finding answers to regulatory issues. A skill that has served the department and her co-workers well and made her the "go to" person for regulatory questions in pesticide use enforcement; and

**WHEREAS**, Ms. Tavaré produced the department's crop report for a period of seven years, from 2003 to 2010, gathering and complying all submitted crop report data, formatting, taking pictures for the cover, preparing narratives and producing the final report for submission to the Board of Supervisors; and

**WHEREAS**, during her employment Ms. Tavaré has worked in a variety of agricultural program areas including pest detection, phytosanitary field walking, issuance of phytosanitary certificates for export, the organic inspection program, certified producer program area, public record requests, quarantine inspection, pesticide use enforcement, Africanized honey bee, the irrigated lands program, hazardous material inventory, and over the last three years, the Sudden Oak Death program, and has completed all assignments to the utmost of her ability; and

**WHEREAS**, Ms. Tavaré has worked on a number of high profile pesticide investigations, including many drift and odor complaints and has completed those investigations in a thorough and diligent manner, leading to well researched results; and

**WHEREAS**, Ms. Tavaré has worked with a variety of agencies, during her employment including: the Solano County Mosquito Abatement District, United States Department of Agriculture, California Department of Food and Agriculture, California Department of Fish and Wildlife, the Natural Resource Conservation Districts, Solano County Resource Management and other statewide County Agricultural Departments, sharing her expertise in agricultural production, laws and regulations to the benefit of those with whom she interacted; and

**WHEREAS**, during Ms. Tavaré's employment, delivery of services has moved from paper inspection forms to web-based programs completed on electronic tablet devices, and she has not only adapted but excelled, completing permits and inspections in the new format, and suggesting improvements; and

**WHEREAS**, as a result of Ms. Tavaré's hard work and commitment, she has earned the admiration and respect of those persons who have had the privilege of working with her. Ms. Tavaré leaves behind a standard of excellence in the delivery of public service as her legacy.

**NOW, THEREFORE, BE IT RESOLVED**, that the Solano County Board of Supervisors hereby honors and recognizes Shirley Tavaré for her dedicated service to the citizens and farmers of Solano County, and wishes her success in her future endeavors and a long, happy, and well-deserved retirement.

Dated this 10<sup>th</sup> day of April, 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>	4	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Human Resources
<b>File #:</b>	18-247	<b>Contact:</b>	Marc Fox, 784-2552
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution amending the collective bargaining agreements between the County of Solano and Professional and Technical Engineers Local 21 (Local 21) representing Unit 19 - Executive and Senior Management by amending the 2018 lump sum payment by replacing the eight (8) hours lump payment with a flat dollar payment of two-hundred and twenty-five dollars (\$225) and amending Section 14, Holidays, by adding one (1) floating holiday beginning January 1, 2019		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - Amendment		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes ____ No <u>X</u>			
Public Hearing Required?	Yes ____ No <u>X</u>			

### DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends the Board of Supervisors amend the collective bargaining agreement between the County and Local 21 representing Unit 19 - Executive and Senior Management by amending from a 2018 lump sum payment of eight (8) hours pay to a flat dollar amount of two-hundred and twenty-five dollars (\$225) (all employees within this bargaining units) and amending Section 14, Holidays, by adding one (1) floating holiday beginning January 1, 2019.

### SUMMARY:

The proposed amendment substitutes the eight (8) hours lump sum pay with a flat dollar payment of two-hundred and twenty-five dollars (\$225) and amends the benefits schedule by adding one floating holiday in 2019.

### FINANCIAL IMPACT:

There is no FY2017/18 cost as the proposed amendments occur in FY2018/19. For FY2018/19, the estimated annual cost is \$34,141.

### DISCUSSION:

The County has completed the successor collective bargaining negotiations for all except one bargaining unit. Similar amendments to collective bargaining agreements have already been ratified by the Board of Supervisors and the members of Units 6, 16, 10, 12 and 15. The previously adopted provision of providing



eight (8) hours lump sum pay in 2018 would be replaced with a lump sum payment of \$225 and the addition of one (1) floating holiday beginning in 2019.

**ALTERNATIVES:**

The Board of Supervisors could opt not to amend the benefits provided to the County's executive and senior management employees, although the changes are within the negotiations authority provided by the Board to County staff.

**OTHER AGENCY INVOLVEMENT:**

The Human Resources Department worked collaboratively with Professional and Technical Engineers, Local 21, representing Unit 19 - Executive and Senior Management.

**CAO RECOMMENDATION:**

APPROVE DEPARMENTAL RECOMMENDATION

**RESOLUTION NO. 2018 - \_\_\_\_\_**

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING  
REVISIONS TO THE MEMORANDUM OF UNDERSTANDING WITH LOCAL 21  
PROFESSIONAL AND TECHNICAL ENGINEERS**

**Whereas**, the Local 21 Professional and Technical Engineers (Local 21) are the recognized representatives for job classifications designated as Unit 19 – Executive and Senior Management; and

**Whereas**, the County and the recognized representatives are required under the Myers-Milias-Brown Act to meet and confer in good faith regarding wages, hours and other terms and conditions of employment; and

**Whereas**, the County of Solano and Local 21 find it desirable to amend the existing collective bargaining agreement as specified in the attached side letter of agreement.

**Resolved**, the Solano County Board of Supervisors hereby enact the following:

1. Approve the Side Letter of Agreement with the Local 21 Professional and Technical Engineers.
2. Authorize the Director of Human Resources to make any technical corrections.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on April 10, 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

### Side Letter of Agreement

To the Memorandum of Understanding

Between the County of Solano and

Local 21 Professional and Technical Engineers

This will confirm an understanding reached between the County of Solano ("County") and the Local 21 Professional and Technical Engineers, which represents the County's bargaining unit 19, collectively "the parties."

1. The following language is deleted from the Appendix B of the Memorandum of Understanding, "Effective with pay period 14 of 2018 (presently payable on July 6, 2018), all active employees shall receive a one-time lump sum payment equivalent to eight (8) hours of base pay, with said payment not subject to CalPERS reporting benefits" and it is replaced with "Effective with the pay period 15 of 2018 (presently payable July 20, 2018), all active employees as of July 1, 2018 who were employed by the County on January 24, 2018 and covered under bargaining unit 19 (or, alternatively, who was employed by the County on January 24, 2018, concurrently retired from the County and CalPERS on or before June 30, 2018, and was covered under bargaining unit 19) shall receive a one-time lump sum payment of two hundred twenty-five dollars (\$225.00), with said payment not subject to CalPERS reporting of benefits."
2. Effective January 1, 2019, the following language will be deleted from Section 14.3 Other Paid Holidays A: "Effective the latter of January 1, 2018 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, employees represented by this collective bargaining agreement shall be entitled to one (1) paid floating holiday in each calendar year. The timing of an employee's use of an employee's use of the floating holiday shall be subject to advanced approval of the Department Head or his/her designee," and it will be replaced with "Effective January 1, 2019 employees represented by this collective bargaining agreement shall be entitled to two (2) paid floating holidays in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advanced approval of the Department Head or his/her designee. The holiday maybe taken at any time during the calendar year, but must be taken within the calendar year."

For the County:

\_\_\_\_\_  
Marc Fox

Director of Human Resources

Date: \_\_\_\_\_

For the Union:

  
Justin Decker

Representative

Date: 3/15/18



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	5	<b>Status:</b>	Consent Calendar
<b>Type:</b>	ATR	<b>Department:</b>	Human Resources
<b>File #:</b>	18-246	<b>Contact:</b>	Marc Fox, 784-2552
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve an Appropriation Transfer Request totaling \$1,250,000 with \$1,150,000 from General Fund Contingency and \$100,000 from the Risk Management Liability Reserve to Risk Management for Non-Covered Liabilities to cover unanticipated litigation expenses (4/5 vote required)		
<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 Human Resources recommends that the Board of Supervisors approve an Appropriation Transfer Request (ATR) totaling \$1,250,000 with \$1,150,000 from General Fund Contingency and \$100,000 from the Risk Management Liability Reserve to Risk Management for Non-Covered Liabilities to cover unanticipated litigation exposures during the current fiscal year.

### **SUMMARY:**

The Board of Supervisors has previously provided County Counsel with direction and authority to litigate and/or settle litigation matters, some of which are excluded from the County's property, liability, or other insurance programs. During the current fiscal year the anticipated expenses of these non-covered liabilities exceed the available funds.

### **FINANCIAL IMPACT:**

The Risk Management Non-Covered Liabilities working budget is \$1,760,981 and anticipated fiscal year expenses are \$3,010,981, resulting in a budget shortfall of \$1,250,000. The Risk Management Liability Reserve is \$124,772 and is insufficient to cover the anticipated budget shortfall. As the non-covered liabilities total expenditures were unforeseen during the development of the current fiscal year budget, the use remaining funding of \$1,150,000 would be through the General Fund Contingencies.

### **DISCUSSION:**

Non-covered liabilities are administered by County Counsel or his designee. The Board has previously provided direction and authority to County Counsel to litigate and/or settle specific litigation matters not

covered under any County property, liability, workers' compensation or other insurance programs.

Costs (expenses) for these non-covered liabilities are anticipated to exceed the current budget allocation. Expenses during the current fiscal year, through March 28, 2018, are \$1,541,013. The remaining budget (appropriation) is \$219,968. Based on a review of County Counsel's Office in coordination with any outside counsel, additional expenses will exceed appropriations by \$1,250,000.

**ALTERNATIVES:**

The Board of Supervisors could opt to not approve the Appropriations Transfer Request; however, this alternative is not recommended as doing so would likely result in the County not paying for legal services and fees rendered and/or may result in the abandonment of legal activity of these non-covered liability claims.

**OTHER AGENCY INVOLVEMENT:**

The preparation of this staff report was through the joint efforts of the County's Human Resources Department, County Counsel's Office, and the County Administrator's Office.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



# 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>	Resolution	<b>Department:</b>	General Services
<b>File #:</b>	18-237	<b>Contact:</b>	Dave Daly, 469-4600
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a resolution designating R & M Steel Company as the supplier of building materials for T-Hangars and a Shop Building for the Nut Tree Airport T-Hangar Project for approximately \$319,000		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	District 4		
<b>Attachments:</b>	A - Resolution, B - Summary of Manufacturer Ranking		

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 General Services recommends that the Board approve a resolution designating R & M Steel Company (Caldwell, Idaho) as the supplier of building materials for T-Hangars and a Shop Building for the Nut Tree Airport T-Hangar Project (Attachment A).

### **SUMMARY:**

The Nut Tree Airport T-Hangar Project is currently in the design phase and construction of the project is anticipated to begin summer 2018. The County recently conducted a qualifications-based solicitation for aircraft T-Hangar and steel building manufacturers. The purpose of the solicitation was to evaluate hangar and steel building manufacturers and allow the County to designate a building supplier for the T-Hangar project pursuant to Public Contract Code.

Designating a specific hangar manufacturer in the bidding of the T-Hangar Project will allow the County to achieve a high level of quality control on the hangar buildings and provide engineered building and foundation designs concurrent with the solicitation of project bids. Complete engineered project designs will assist contractors with a clear basis for more accurate cost estimating and competitive bidding and assist the County in achieving feasible construction costs. Once constructed, the new County hangars will become additional airport rental properties and project development cost must be in balance with competitive hangar rental rates and sufficient revenues generated by the project. Revenue from the new County hangars will be used to support project financing and loan payments on the project.

Three manufacturing companies responded to the County's solicitation and the County assessed each manufacturer utilizing an extensive competitive rating and point system. As a result, staff determined R & M Steel Company of Caldwell, Idaho to be the most competitive and best qualified company to supply steel buildings for the County T-Hangar Project.

Hangar spaces at the Airport are at 100% occupancy. There are currently 35 people on the County hangar waiting list. The County has received deposits on 22 of the 26 T-Hangars planned for the project.

#### **FINANCIAL IMPACT:**

The recommended action is to designate R&M Steel Company as the building supplier on the County hangar project. R&M Steel demonstrated a 30% lower cost per square foot compared to other competing hangar manufacturers. The R&M Steel buildings will cost \$319,000, but subject to mark-up and installation costs by contractors during the competitive bidding process. The project buildings will be designated within the construction bid documents for the purpose of engineering designs and specification, but will be purchased directly by the construction contractor following the bidding process and Board approval of the construction contract. Total cost on the County hangar project is currently estimated at \$1,850,000 and is included with the requested Airport Budget for FY2018/19.

#### **DISCUSSION:**

California Public Contract Code section 3400 prohibits an agency from specifying a specific brand or trade name in the specifications for bids for the construction of a public project unless the awarding authority makes certain findings, including, in order to match other products in use on a particular public improvement either completed or in the course of construction. The County Purchasing and Contracting Policy Manual allows for standardization of materials for the purpose of an organized process of establishing agreements on specific quality, design, and size. (section 1.1.12). As the T-Hangar project is being designed and prepared for bidding, staff recognized the importance of specifying the building, foundation and footing designs, and that without specifying a particular hangar, project specifications would be limited, and potential bidders could propose pre-engineered hangars of greatly varying quality, and with different foundation and footing specifications, thereby inserting potential delays and costs associated with revising project plans and specifications to match the proposed hangars.

In an effort to coordinate the final plans and provide certainty when bidding the Project, staff issued a Request for Qualifications to pre-qualify and designate a specific manufacturer/supplier of the T-hangars for this project. Three manufacturers responded to the County's solicitation through the submittal of a lengthy questionnaire and supplemental information. The County's evaluation was conducted utilizing a point and ranking system based on the responses and information provided by each manufacturer. A third party review of the responses and supplemental information was also conducted for the County by Contra Costa County Airports staff. Several reference checks and assessments on each manufacturer were conducted by the County and included site visits to other airports to review existing hangars supplied by each manufacturer. The final results of the evaluations and manufacturer rankings are summarized in Attachment B. Each manufacturer was notified on the results following the evaluation process.

R&M Steel Company of Caldwell, Idaho, is recommended as the best qualified and most competitive hangar building manufacturer. Key aspects of R&M Steel's qualifications and ranking includes building cost, manufacturing time and length of warranty. R&M Steel demonstrated a 30% lower cost per square foot and can produce the project buildings within 85 days. R&M Steel provides a 40 year warranty on steel coatings and durability. R&M Steel has produced T-Hangars and other steel buildings since 1969 and produced 34 T-Hangar buildings between 2010 - 2017. R&M Steel has a positive reputation regarding the quality of aircraft hangars produced and developed at other airports.

The T-Hangar project site is approximately 2-Acres and the project will include 26 T-Hangar units contained within two buildings for a total of 28,600 square feet. The County is also considering an additional 2,400 square foot steel airport maintenance shop building to support airport operations for inclusion with the project

depending on cost.

**ALTERNATIVES:**

The Board could choose not to approve the resolution designating R&M Steel as the building supplier. This action is not recommended since the designation will assist the County in developing a financially feasible airport rental and economic development project satisfying the public purpose and is in compliance with Public Contract Code 3400(c).

**OTHER AGENCY INVOLVEMENT:**

Staff consulted with County Counsel during the solicitation process. County Counsel also reviewed and approved the recommended resolution as to form and compliance with Public Contract Code requirements. The Nut Tree Airport Advisory Committee reviewed the County's evaluations and conclusions during the Committee's February 2018 meeting and concurred with the recommended action. Contra Costa County Airports staff assisted with reviewing the qualifications of manufacturers and concurred with the County's ranking

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**RESOLUTION NO. 2018 - \_\_\_\_\_**

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DESIGNATING  
R & M STEEL COMPANY AS THE SUPPLIER OF T-HANGARS AND A SHOP BUILDING  
FOR THE NUT TREE AIRPORT T-HANGAR PROJECT**

**Whereas**, the Nut Tree Airport ("Airport") is a public use airport owned and operated by Solano County ("County") including aeronautical buildings, aircraft facilities, and airfield systems; and

**Whereas**, the County has developed and owns existing aircraft hangars as a primary source of rent revenue to support and fund Airport operations and investment; and

**Whereas**, Airport financial solvency and investment into future capital facilities requires that additional revenues be generated by the Airport; and

**Whereas**, the demand for Airport rental hangars by aircraft owners is high, all aircraft hangar spaces on the Airport are currently occupied, and waiting times by aircraft owners for a hangar vacancy is extensive; and

**Whereas**, California Public Contract Code ("PCC") section 3400 prohibits the specifying of a specific brand or trade name in the specifications for bids in connection with the construction of a public work unless the specific designation satisfies a public purpose identified in PCC 3400(c); and

**Whereas**, the County Purchasing and Contracting Policy Manual, Section 1.1.12, allows for standardization of materials for the purpose of an organized process of establishing agreements on specific quality, design and size; and

**Whereas**, aircraft hangars and shop buildings consist of pre-engineered and manufactured steel building systems that vary widely with respect to building quality and costs; and

**Whereas**, given the age, location and size of the Airport's existing maintenance shed, and to improve operational efficiencies and equipment security, a larger and centrally located Airport maintenance operations shop is needed for the Airport; and

**Whereas**, the County desires to have a high level of quality control regarding the hangar rental project and hangar building designs and systems; and

**Whereas**, the County desires to provide engineered designs on the hangar buildings and foundations for the solicitation of bids to better ascertain construction costs and achieve the necessary competitive hangar rental rates and revenues to support project financing; and

**Whereas**, the County desires to specify the hangar building make and model to match the engineered building foundation design as authorized by PCC 3400(c) for the purpose of achieving financially feasible development costs and soliciting construction bids; and

**Whereas**, the County conducted a qualifications-based solicitation for aircraft T-Hangar and steel building manufacturers from December 19, 2017 to January 17, 2018; and

**Whereas**, three manufacturing companies responded to the County's solicitation and the County assessed each manufacturer utilizing a competitive rating and point system based on the information provided by each manufacturer and background qualifications.

**Resolved,** the Solano County Board of Supervisors finds the following:

1. That development of County rental hangars is a business investment in the Airport to accommodate public demand for hangar space and promote additional revenue sources for the Airport Enterprise Fund.
2. That successful development and financial feasibility of hangar rental property is dependent on construction costs in relation to competitive hangar rental rates.
3. That specifying the steel T-Hangars and shop building make and model as part of the pre-designing and engineering of the project and building foundation systems, will increase the level of certainty regarding development costs and create improved project financial feasibility.
4. That following a competitive qualifications-based solicitation for aircraft T-Hangar and steel building manufacturers, the County evaluated and rated each manufacturer's qualifications utilizing a point and rating system and determined that R & M Steel Company of Caldwell, Idaho to be the most competitive and best qualified company to supply steel T-Hangars and a shop building for the Solano County T-Hangar Project; and, that R&M Steel T-Hangars and a shop building shall be designated within the T-Hangar Project engineering design plans and specifications for the purpose of project bid solicitation and construction.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on April 10, 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

## Summary of the Final Manufacturer Scoring and Ranking

	Points Possible	Erect-A-Tube, Inc	Nunno Corporation, Ltd.	R & M Steel
Questionnaire	138	134	133	137
Supplemental Information	20	18	16	18
References	45	43	43	44
Site Visit	20	20	20	20
<b>Total</b>	<b>223</b>	<b>215</b>	<b>212</b>	<b>219</b>



# 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>	Contract	<b>Department:</b>	Health and Social Services
<b>File #:</b>	18-234	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve a 2 year contract with eSolutions, Inc. (formerly known as ClaimRemedi), for \$132,000 to provide electronic claims management services for the period of July 1, 2017 through June 30, 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 2 year contract with eSolutions, Inc. (formerly known as ClaimRemedi) for \$132,000 to provide electronic claims management services for the period of July 1, 2017 through June 30, 2019; and Authorize the County Administrator to execute the contract and any subsequent amendments that remain with budgeted appropriations.

### **SUMMARY**

On June 28, 2016, the Board approved a 1 year contract with ClaimRemedi (now known as eSolutions, Inc.) for \$66,000 for the period of July 1, 2016 through June 30, 2017. Services provided include critical access through a secure web-based portal of payer eligibility and benefit information of clients being served at the County clinics. This proposed 2 year contract for \$132,000 for FY2017/18 through FY2018/19 maintains the continuum of services needed to support clinic operations.

### **FINANCIAL IMPACT**

The contract costs for FY2017/18 are included in H&SS Family Health Services Division FY2017/18 Adopted Budget. The contract costs for FY2018/19 will be included in the H&SS Family Health Services Division Requested Budget. There is no additional financial impact to the County General Fund.

### **DISCUSSION:**

Hospitals, skilled nursing facilities, physicians' offices and health providers, such as the County Clinics, utilize automation software to assist in the medical billing and revenue cycle management process. The County Clinics provide primary care to low income, uninsured and underinsured patients and coverage is accepted

through Medi-Cal and/or Medi-Care. Payments for health services are received from claims that have been rendered as a result of clinic encounters. eSolutions, Inc. provides a web-based accessible system that provides a complete claim lifecycle management service to include: electronic claims submission, claim scrubbing, on-line editing, claim history/status, response reporting, analytics package, eligibility services, and enhanced payer connectivity.

In previous years, the ClaimRemedi, Inc. contract has been renewed annually as part of the H&SS Contract Master List Board item, an item put forth before the Board towards the end of every fiscal year to approve several H&SS contracts, plus accumulative aggregate of individual client service agreements. However, since ClaimRemedi has been acquired by eSolutions Inc., the vendor stipulated new contract language along with a multiple contract term. On June 28, 2016, the Board approved a one-year contract with ClaimRemedi. The proposed 2 year contract for \$132,000 is budgeted based on the yearly contract amount. However, since this contract is fee-based, invoices are dependent on the number of claims and eligibility transactions.

Services maintained through eSolutions, Inc. will help to increase payer eligibility and benefit information, claim scrubbing, report generation, and reduction of claim denials and acceleration of revenue generated.

**ALTERNATIVES:**

The Board could choose not to approve this contract with eSolutions, Inc. This is not recommended as it would result in the inability to complete health services payer eligibility and benefit confirmation for clients being served at the County Clinics.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved the contract for legal sufficiency.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

# ClaimRemedi

## SERVICES AGREEMENT

This **Services Agreement** (the "Agreement") is effective July 1, 2017, by and between eSolutions, Inc. ("ClaimRemedi"), a Kansas corporation, with its principal business address at 8215 W 108<sup>th</sup> Terrace Overland Park, Kansas 66214, and the party identified below.

Entity Name: Solano County "Customer"

State of Incorporation: California

Address of principal office: 275 Beck Avenue, MS 5-200, Fairfield, CA 94533

Authorized officer (name & title): Birgitta E. Corsello, County Administrator

### General Terms and Conditions

#### 1. Customer Subscription and Acknowledgements.

- a. Subject to the terms and conditions of this Agreement ClaimRemedi, grants to Customer a subscription to utilize ClaimRemedi services and support services as specified herein. This subscription is valid for use of ClaimRemedi services only at the physical site(s) owned or managed by or under the control of Customer and solely for transactions generated by Customer.
- b. ClaimRemedi reserves the right from time to time in its sole discretion, without any liability to Customer, to suspend, revise, modify or update any part of the ClaimRemedi service, provided, however, that ClaimRemedi shall provide Customer with reasonable notice of such occurrence.
- c. Customer agrees to pay for all ClaimRemedi services utilized by Customer at the rate(s) set forth in Exhibit "A" of this Agreement.
- d. Customer acknowledges that all ClaimRemedi services and documentation are proprietary to ClaimRemedi and that Customer acquires no rights of ownership by virtue of entering into this Agreement.
- e. Customer agrees and acknowledges that ClaimRemedi may use anonymous, de-identified (pursuant to the Federal HIPAA Privacy regulations) statistical data derived from the services provided under this Agreement to formulate certain statistical samplings and summaries. Customer agrees to be bound by and understands it is a covered entity (as defined under the Federal HIPAA privacy regulations) and as the Business Associate Agreement attached hereto as Exhibit "B" and incorporated herein by reference. Customer agrees to comply with all applicable Federal and State laws and regulations related to the confidentiality of protected health information. ClaimRemedi will refrain from any use that violates Federal or State law.
- f. Customer agrees and acknowledges that ClaimRemedi reserves the right to verify any Customer claims or transactions for accuracy and completeness. Any transactions that or claims that fail to satisfy the required technical specifications shall be rejected. Customer also acknowledges that payer's may also reject and/or append any transaction that fails to meet the criteria employed by the payer for such transaction.



- g. The initial ninety (90) days shall be designated as the Implementation Period. This period shall serve as the time in which Company and ClaimRemedi work together to implement all services outlined in the Exhibit A attached hereto. If applicable any set-up or activation fees shall be due at the beginning of the Implementation Period and are non-refundable. Unless a service has been activated prior to the end of the Implementation Period all service fees will begin at the completion of this initial ninety (90) days.

## **2. Duties of ClaimRemedi.**

- a. ClaimRemedi shall supply Customer with access to all agreed upon services and/or documentation.
- b. ClaimRemedi shall provide Customer with routine technical support. ClaimRemedi reserves the right to change the hours and availability of such technical support upon reasonable notice to Customer.
- c. ClaimRemedi, may from time to time offer to provide for an additional fee, other products, features and services available to the Customer.
- d. ClaimRemedi, a business associate, (as defined under the Federal HIPAA privacy regulations) agrees to comply with all applicable Federal and State laws and regulations related to the confidentiality of protected health information.

## **3. Duties of Customer.**

- a. Customer shall pay to ClaimRemedi the fees and charges specified herein. Such payment shall be timely and be paid in accordance with the terms of this Agreement.
- b. Customer hereby authorizes ClaimRemedi and or its agents or contractors to submit claim information on Customer's behalf to the appropriate entities as per the terms and conditions of this Agreement.
- c. All Transactions submitted by Customer shall be submitted through the user interface provided by ClaimRemedi. Customer acknowledges ClaimRemedi's right to modify, enhance or otherwise upgrade such interface.
- d. Customer shall utilize such security devices, mechanisms, processes and technology as may be specified necessary to maintain the confidentiality, integrity and availability of all data and/or protected health information.
- e. Customer shall comply with any and all applicable procedures, rules and regulations that ClaimRemedi, its agents, payers or applicable law may require for transmission of transactions to a payer's system. In addition, Customer agrees to maintain transaction data transmitted via ClaimRemedi and afford Payers access thereto in accordance with procedures then required by applicable law and industry.
- f. Customer shall maintain claims data, batch or single claim, transmitted to a payer until such time as a final claim determination status is made for each individual claim within the batch transaction.
- g. Customer shall guarantee that all transactions submitted through ClaimRemedi by Customer will be on behalf of providers, physicians or suppliers that have executed appropriate written authorizations for such submission and Customer shall maintain such authorization during the term of this Agreement and for two years thereafter. Copies shall be furnished to ClaimRemedi upon request. Customer shall provide ClaimRemedi with advance prompt notice of any changes regarding providers, physicians or suppliers whose transactions are submitted by Customer through the ClaimRemedi Services, including but not limited to name and address changes and/or any change in unique identifiers.



- h. Customer shall be responsible for arranging, maintaining and installing all external systems, devices, and hardware/software needed to create, maintain and utilize ClaimRemedi services. Customer shall inform ClaimRemedi of the proposed connection arrangements prior to their commencement. While ClaimRemedi has no specific preference with regard to external connection arrangements, all external connection and all connectivity devices should be discussed, for purposes of compatibility, with ClaimRemedi in advance of the Customer contracting with any vendor supplying the aforementioned services. ClaimRemedi shall not be responsible for costs related to arranging, maintaining and installing all external systems and devices needed to connect to the server.
- i. Customer warrants and represents that it will not use the ClaimRemedi Services for any fraudulent, illegal or unlawful purpose(s). Further, Customer shall comply with all applicable Federal, State and local laws and regulations related to the performance of this agreement.
- j. Customer agrees that neither ClaimRemedi or its agents or contractors shall have any responsibility for determining the accuracy of any claim submitted, for settling disputed claims, for settling disputed payments, for settling disagreements or disputes between a payer and Customer, for any liability for the acts of a payer and/or Customer that violated any Federal, state or local laws and regulations and/or guidelines, or for any liability foreseeable or otherwise occurring beyond the transmission of data.
- k. Customer agrees to indemnify ClaimRemedi and its agents or contractors from any loss, damage or expense asserted against such party related to Customer's use of the services specified in this Agreement or information transmitted by the Customer under the general terms of this Agreement.
- l. It is the Customer's responsibility to promptly report any performance related problems to ClaimRemedi along with a sufficient description of such problem so as to allow ClaimRemedi the opportunity to correct such problem.
- m. Under no circumstance may Customer reverse engineer, copy, reproduce or modify any ClaimRemedi service, process or manual.

#### **4. Fees.**

- a. Customer agrees to pay ClaimRemedi in accordance with the fees attached hereto as Exhibit "A" entitled Services & Fee Schedule. In the event Company subscribes to additional services after the effective date of this Agreement, ClaimRemedi will provide Company with a revised Exhibit A, or entirely new Agreement, which will outline the fees associated with each active service. Upon execution of the new Agreement, Exhibit A, or payment of fees associated with the newest services, the cancellation term for all services shall be governed by Section 1, "Term and Cancellation", of this Agreement. Any service added after the effective date of this agreement shall have an initial term equal to the initial term of this agreement. Customer agrees to pay all ClaimRemedi reasonable and necessary out-of-pocket and travel expenses (if any) associated with activation and Customer training.
- b. Customer shall pay to ClaimRemedi any and all fees due and owing within fifteen (45) days of invoicing. Customer agrees and acknowledges that the fees due and owing under this Agreement are directly related to certain information (providers, sites, etc.) provided to ClaimRemedi. ClaimRemedi reserves the right to perform routine audits to verify that provided information are consistent with the processed transaction counts, and adjust billing in accordance to findings. Customer failure to comply with this section shall be considered a material breach of the Agreement.
- c. Fees (whether flat rate or per transaction) shall be due and owing upon transmission to applicable payer. Such fee shall be due and owing regardless of the acceptance or rejection of any transmitted claims. In the event that Customer's payment is not honored, either credit card, electronic funds transfer and/or check,





ClaimRemedi reserves the right charge Customer a non-sufficient funds fee in such amount to reimburse ClaimRemedi for its cost related to the specific transaction.

- d. Technical support, other than routine technical support, customization, staff training shall be subject to ClaimRemedi staff availability. Such services, including travel costs, shall be billed at a rate provided to the Customer in writing prior to the commencements of such services.
- e. In the event that any of the services provided under this Agreement are subject to any Federal, State or local tax, Customer agrees to timely pay such tax.
- f. Customer agrees and acknowledges that the fees due and owing under this agreement are subject to increase in the event of an increased communications costs/fees and/or another other access fees imposed upon ClaimRemedi. Customer shall be notified in writing of such increases thirty (30) days prior to the increase.
- g. Customer agrees to maintain/upgrade its system in order to facilitate the processing of real-time transactions, failure to do so, after written notice from ClaimRemedi, may result in the assessment of additional costs.
- h. **Pass-Through Fees:** Notwithstanding any other provision of this Agreement, ClaimRemedi shall have the right to increase its fees paid by Customer to offset any increases in rates, charges or other costs from third-party suppliers and state or federal governmental entities, including without limitation Medicaid or Medicare administrators, communications common carriers and/or network timesharing suppliers, or to offset any increase in cost of providing services hereunder resulting from rules, regulations and operating procedures of any financial institution, federal, state or local agency or regulatory authority. These fees are not subject to approval by ClaimRemedi or Customer. ClaimRemedi will provide Customer with thirty (30) day notice, to be provided in either email or written form, before any fee increase related to this subsection

## **5. Representations and Warranties.**

ClaimRemedi represents and warrants that ClaimRemedi shall perform in a reasonable manner in accordance with the ClaimRemedi Documentation. In the event that a documented and reproducible flaw in the ClaimRemedi process inconsistent with this warranty is discovered, ClaimRemedi's sole responsibility shall be to use all reasonable efforts to correct such flaw in a timely manner. The above warranty does not apply to any media or documentation which has been subjected to damage or abuse or to any claim resulting from a breach of Customer's obligations hereunder or from changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the applicable ClaimRemedi service or from a breach by Customer of any of its obligations hereunder.

## **6. Limitation of Liability.**

- a. CLAIMREMEDI'S ONLY WARRANTIES ARE THOSE SET FORTH IN SECTION 5 OF THIS AGREEMENT AND CLAIMREMEDI EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL CLAIMREMEDI BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES EVEN IF CLAIMREMEDI HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CLAIMREMEDI'S LIABILITY TO CUSTOMER AND ITS PROVIDERS UNDER THIS AGREEMENT OR WITH RESPECT TO SERVICES PERFORMED OR MATERIALS FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW) SHALL IN NO EVENT EXCEED THE AVERAGE AMOUNT PAID BY CUSTOMER TO CLAIMREMEDI PER MONTH DURING THE TWELVE MONTHS PRECEDING SUCH CLAIM. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING OF THE SUBSCRIPTION HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.



- b. ClaimRemedi will not be responsible for delays or failures in performance resulting from acts or events beyond its control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruption of power supply or communications or natural disasters, provided ClaimRemedi takes reasonable efforts to minimize the effect of such acts or events.
- c. Without limiting and notwithstanding the foregoing, in the event that any information received from Customer and transmitted to a Payer through ClaimRemedi is not accurate as a result of ClaimRemedi's failure to perform in accordance with the terms of this Agreement, and such inaccuracy results in substantial damage to Customer, then ClaimRemedi's sole obligation and liability to Customer for such event shall be to re-file the Transaction at no additional charge to Customer until the Transaction is properly processed. Other than as expressly set forth in this Section 6, ClaimRemedi shall not be liable for any actual monetary loss resulting from the event or from acts or omissions of Customer, the Customer's employees or agents or any third party in reliance on data transmitted through ClaimRemedi whether transmitted accurately or inaccurately and Customer further agrees that ClaimRemedi shall not be liable in any way for any inaccuracy which can be attributed to or demonstrated as resulting from errors or omissions or negligent or other wrongful acts of any employee of Customer or of any of Customer's affiliates. Any claim under this Section 6 must be asserted in writing within thirty (30) days after the transmission of the inaccurate information on which such claim is based. Customer agrees to promptly supply to ClaimRemedi documentation reasonably requested by ClaimRemedi to support any claim of Customer under this Section 6.

**7. Confidentiality.**

During or any time after termination of this Agreement, Customer shall not, without authorization of ClaimRemedi, disclose to or use for the benefit of any person, corporation, or other entity, or itself, any files, proprietary trade secrets, or other confidential information concerning the business clients, patients, methods, operations, financing, employees, products or marketing of ClaimRemedi. Trade secrets and confidential information shall mean information not generally known by Customer except as a consequence of this Agreement. Customer acknowledges that all files, client records, lists, books, records, literature, products, and other materials owned by ClaimRemedi or used by it in connection with the conduct of its business or the conduct of the business of Agent shall at all times remain the property of ClaimRemedi. Customer acknowledges that there are Federal and State laws relating to the retention, maintenance and confidentiality of medical records.

**8. Term.**

The term of this Agreement shall be for two (2) years from July 1, 2017 to June 30, 2019 and shall automatically renew for additional one (1) year terms after expiration unless ninety (90) days prior written notice is provided from either party expressing the intent not to continue this Agreement.

- a. In the event of a material breach of any of the provisions of this Agreement, the non-breaching party should provide the breaching party with fifteen (15) days written notice to cure said breach. If the breaching party does not cure, or has not taken affirmative actions to cure the breach, the non-breaching party may by written notice, terminate the Agreement for cause. This section shall not apply to any breach related to the payments due under this Agreement. A breach for failure to pay and or non-sufficient funds must be cured within fifteen (15) days of written notice.

**9. Waiver.**

The waiver by ClaimRemedi of the breach of any provision of this Agreement by the Customer shall not operate or be construed as a waiver of any subsequent breach by Customer.



**10. Notices.**

Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or two business days after the date of deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to ClaimRemedi at:

eSolutions, Inc.  
Attn: Administration  
8215 W. 108<sup>th</sup> Terrace  
Overland Park, KS 66210

Addressed to the Customer at:  
Solano County Family Health  
Services  
Attn: FHS Administrator  
2201 Courage Drive  
Fairfield, CA 94533

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section.

**11. Law Governing.**

This agreement shall be construed and interpreted in accordance with the laws of the state of Kansas. In the event of any dispute concerning this Agreement, suit may be brought only in a court of competent jurisdiction in the state of Kansas.

**12. Titles and Captions.**

All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.

**13. Entire Agreement.**

This Agreement with attached Exhibits "A" and "B" contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

**14. Computation of Time.**

In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday, or legal holiday.



**15. Pronouns and Plurals.**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

**16. Presumption.**

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

**17. Further Action.**

The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

**18. Savings Clause.**

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**19. Execution of this Agreement.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer

ClaimRemedi, Inc.

Signature

\_\_\_\_\_

Signature



Print Name

Birgitta E. Corsello

Gene Creach

Print Title

County Administrator

President and CEO

Date

\_\_\_\_\_

March 13, 2018

## EXHIBIT A

### SERVICES & FEE SCHEDULE

#### ClaimRemedi Base Services

Product Description		Fee Schedule	
<u>  X  </u>	Complete Claim Lifecycle Management Service	<u>Set-up Fee</u>	<u>Monthly Fee</u>
	<ul style="list-style-type: none"><li>• Electronic Claims Submission</li><li>• Claim scrubbing</li><li>• On-line editing</li><li>• Claim history/status, response reporting</li><li>• 835 ERA processing</li><li>• Analytics package</li><li>• Eligibility services, including batch</li><li>• Enhanced payer connectivity</li></ul>	Waived	\$75.00 per FTE
<u>  37  </u>	Minimum FTE Count		

Upon submission of a Solano County vendor claim and invoice by ClaimRemedi, and upon review and approval of County's representative, Customer will pay ClaimRemedi 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. ClaimRemedi must document all expenses submitted to Customer for payment under this Agreement by maintaining complete and accurate records of all financial transactions related to the services performed under this Agreement including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Agreement.



## Additional Services

Please mark if these services will be used:

Product	Description / Pricing
<input type="checkbox"/> Patient Statements	\$0.67* first page, \$0.15 per additional page \$0.01 Color Paper / Ink per Page \$0.15 Undeliverable as addressed \$0.50 NCOALink (address correction) <b>Minimum Monthly Fee: \$30</b>
<input type="checkbox"/> Online ePayment Services**	ePay – Online payments made patient to practice  <b>Fee Schedule</b> Visa/MC/Disc: 2.86% + \$0.19/transaction AMEX & e-check: 2.86% + \$0.39/transaction
<input type="checkbox"/> Worker's Compensation Claims	\$.55* first page, \$.25 per additional page <b>Minimum Monthly Fee: \$30</b>
<input type="checkbox"/> EOB Max	\$0.45 per claim <b>Minimum Monthly Fee: \$30</b>
<input checked="" type="checkbox"/> Medicare Navigator	Set-up Fee: \$150 Monthly Fee: \$50 for the first user, \$45 for each additional user  Provides access to the Medicare FISS/DDE systems  Please indicate the number of user accounts: <u>2</u>
<input type="checkbox"/> Print to Paper	\$0.45* per transaction

Pricing Valid Through: July 1, 2018

\* Pricing may vary due to postal rates

\*\*Available only if patient statements are used. If under \$1900 per month in total payments, a \$25 fee will be assessed. Return check fee for non-sufficient funds will be \$4 per check. Bank charge back will have a \$15 fee. Annual interchange or assessment increases by Visa/MasterCard or Discover may affect these rates. Rates and acceptance are subject to underwriting.

### Other Notes:

#### 1) FTE Definition

- a. For auditing purposes, ClaimRemedi equates 1 FTE to 400 claims and/or 250 Eligibility transactions per month.

### Effective Date

This Exhibit A replaces any previous Exhibit A and is effective: July 1, 2017. I hereby accept this Exhibit:

Signature

Date

Birgitta E. Corsello

Print name



## EXHIBIT B

### BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** is an Agreement between eSolutions, Inc. ("Business Associate") and Solano County ("Covered Entity") (collectively the "Parties").

#### I. INTRODUCTION

- A. **WHEREAS**, Business Associate performs, for or on behalf of Covered Entity, certain services (the "Services"); and
- B. **WHEREAS**, in performing the Services, Business Associate will receive, create, or access certain Protected Health Information of Covered Entity, and, accordingly, is a "Business Associate" as defined in the Privacy Rule; and
- C. **WHEREAS**, the Parties desire to enter into this Agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.
- D. **NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

#### II. DEFINITIONS

- A. "Business Associate" shall have the same meaning as the term "business associate" in 45 CFR 160.103.
- B. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 CFR 160.103.
- C. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.
- D. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information," at 45 CFR 160.103.
- E. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- F. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.
- G. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, found in the American Recovery and Reinvestment Act of 2009 at Division A, title XIII and Division B, Title IV.
- H. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).



- I. "Minimum Necessary" shall have the meaning set forth in the Health Information Technology for Economic and Clinical Health Act, § 13405(b)
- J. "Privacy Rule" means the "Standards for Privacy of Individually Identifiable Health Information," at 45 CFR parts 160 and 164, subparts A and E, as promulgated pursuant to HIPAA.
- K. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 160.103.
- L. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- M. "Secretary" shall mean the Secretary of the Department of Health and Human Services, or his designee.
- N. "Security Rule" means the "Standards for the Security of Electronic Protected Health Information," at 45 CFR parts 160, 162 and 164, as promulgated pursuant to HIPAA.

### III. AGREEMENTS

#### A. Obligations of Business Associate.

1. **Application of Security Rule and Privacy Rule to Business Associate.** The administrative, physical and technical safeguards set forth in the HIPAA Security Rule at 45 CFR 164.308, 164.310, 164.312, and 164.316, shall apply to Business Associate in the same manner that such sections apply to a Covered Entity. The additional requirements of Subtitle D of the HITECH Act (Sections 13400 through 13411) that relate to privacy or security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are hereby incorporated into this Agreement.
2. **Uses and Disclosures.** Business Associate shall not use or further disclose PHI other than (a) as permitted or required by this Agreement, (b) as permitted or required by the Privacy Rule, (c) as Required by Law, (d) in a manner that would be permissible if used or disclosed by Covered Entity, or (e) in a manner that would not violate the Privacy Rule or other applicable federal or state law or regulation. Business Associate may use and disclose PHI that Business Associate obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR 164.504(e).
3. **Minimum Necessary Standard.** Business Associate shall use and disclose PHI in a manner minimally necessary to accomplish the intended purpose of the use or disclosure. Business Associate shall be responsible for making minimum necessary determinations.





4. **Security.** Business Associate agrees to (a) implement safeguards in accordance with the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, (b) ensure that any agent, including subcontractor, to whom Business Associate provides PHI agrees to implement reasonable and appropriate safeguards in accordance with the Security Rule to protect the PHI, and (c) report to Covered Entity any violation of the Security Rule of which it becomes aware.
5. **Notification of Unauthorized Access, Use or Disclosure of Unsecured PHI.** Business Associate shall notify Covered Entity in writing of any unauthorized access, use or disclosure of unsecured PHI as soon as reasonably possible but no later than five (5) days following the date of discovery. Such notice shall include:
  - (a) a brief description of what happened, including the date of the breach and the date of the discovery;
  - (b) the name(s) of the individual(s) whose PHI was used or disclosed;
  - (c) the identity(ies) of the entity(ies)/person(s) to whom the use or disclosure was made;
  - (d) description of the types of unsecured PHI that were disclosed; and
  - (e) the steps taken by Business Associate to discontinue and minimize the impact of any inappropriate use or disclosure.
6. **Reporting.** Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for under Section III.A.2 of this Agreement of which Business Associate becomes aware. Additionally, Business Associate agrees that, to the extent practicable, it shall mitigate any harmful effect of a use or disclosure of PHI of which it becomes aware that is in violation of the requirements of Section III.A.2 of this Agreement.
7. **Mitigation of Unauthorized Access, Use or Disclosure of Unsecured PHI.** Business Associate agrees that, to the extent practicable, it shall mitigate any harmful effect resulting from any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's violation of the requirements of this Agreement or its failure to properly secure PHI in accordance with the guidelines published by the Department of Health and Human Services.
8. **Agents and Subcontractors.** Business Associate shall ensure that any subcontractors or agents to whom it provides PHI that has been created or received by Business Associate from or on behalf of Covered Entity agrees to the same restrictions and conditions with respect to such PHI as are applicable to Business Associate as set forth herein. Should Business Associate, at its sole discretion, enter into a written contract with such subcontractors or agents to assure that such subcontractors or agents abide by the same restrictions and conditions that apply to Business Associate with regard to PHI, Business Associate shall, upon request, provide a copy of such contract(s) to Covered Entity.



9. **Requests for Information or Access.** Business Associate shall timely forward to Covered Entity any requests it receives from individuals seeking access to or copies of their PHI.
10. **Requests to Amend.** Business Associate shall timely forward to Covered Entity any requests it receives from individuals seeking to amend their PHI.
11. **Requests for Accountings.** Business Associate shall timely forward to Covered Entity any request it receives from individuals requesting an accounting of the disclosures of their PHI.
12. **Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary and to Covered Entity for purposes of determining Covered Entity's compliance with HIPAA, the Privacy Rule, and other applicable federal and/or state law. Business Associate shall notify Covered Entity immediately of any such requests and shall provide Covered Entity with a copy of the request and any documents or information provided in response to such requests.
13. **Return of PHI Upon Termination.** At termination of the Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form. Business Associate shall retain no copies of such PHI. Within 30 days of termination and upon request of Covered Entity, Business Associate shall provide a written certification of the return and/or destruction of the PHI. If the return or destruction of such PHI by Business Associate is not feasible, then Business Associate shall continue to extend the protections required hereunder to the PHI for as long as it maintains the PHI. Further, Business Associate shall limit any further use or disclosure of the PHI to those purposes that make its return or destruction infeasible. This provision shall survive the termination of this Agreement.
14. **Prohibition against Sale or Marketing of PHI.** Except as otherwise provided in Section 13405 of the HITECH Act, Business Associate shall not
  - (a) directly or indirectly receive remuneration in exchange for any PHI of an individual; or
  - (b) use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.

**B. Additional Permissible Uses and Disclosures of PHI by Business Associate.** Subject to the foregoing provisions, and in addition to the use and disclosure by Business Associate of PHI authorized elsewhere in this Agreement, Business Associate may use and disclose PHI in connection with its performance of services for Covered Entity. In addition, Business Associate may use PHI for the following purposes:

1. As necessary for data aggregation purposes relating to the health care operations of Covered Entity,
2. As necessary for data aggregation purposes of Business Associate, but only if the PHI is de-identified pursuant to 45 CFR 164.514,
3. For the proper internal management and administration of Business Associate,
4. To carry out the legal responsibilities of Business Associate,



For purposes (3) and (4) above, Business Associate may use or disclose PHI to third parties only if the disclosure is Required by Law, Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person to whom the disclosure is made is obligated to notify Business Associate of any instances of which that person is or becomes aware in which the confidentiality of the information has been breached.

C. **Obligations of Covered Entity.**

1. **Comply With the Privacy Rule.** Covered Entity shall comply with all the obligations imposed on Covered Entities under the Privacy Rule with respect to the permitted and required uses and disclosures of PHI.
2. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with a copy of its Notice of Privacy Practices, as well as any changes made to such Notice from time to time.
3. **Communication of Restrictions on Uses and Disclosures.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to.
4. **Limitation on Plan Requests of Business Associate.** Except to the extent permitted under Section III.B above, Covered Entity shall not ask Business Associate to use or disclose PHI in a manner that would not otherwise be permitted under the Privacy Rule if done by Covered Entity.

D. **Termination.** If either party knows or discovers a pattern of activity or practice of the other party that constitutes a material breach of the other party's obligations under this Agreement or under applicable federal standards, the discovering party agrees to immediately notify the other party in writing as to the nature and extent of such breach, and shall provide the other party a reasonable amount of time to cure such breach. A reasonable amount of time shall depend on the nature and extent of the breach, shall be clearly stated in the notice, but in no case shall the period for cure be less than five (5) business days. Notwithstanding the foregoing, should the discovering party determine that the breach is incurable, or that the other party has repeatedly engaged in such impermissible use or disclosure despite prior notice, the discovering party must terminate this Agreement, if feasible, upon written notice to the breaching party, without damages or liability thereto; or, if termination is not feasible, report the problem to the Secretary.

E. **Security.** The Parties shall work together in good faith to cooperate with each other's current and future security policies and procedures to ensure the integrity, confidentiality, and availability of PHI in a manner that complies with HIPAA and the Security Rule, as amended from time to time.

F. **Record Keeping.** Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the HIPAA requirements applicable to it under this Agreement and the Privacy Rule.



- G. **Confidential and Proprietary Information.** Business Associate may receive, create, or have access to confidential and/or proprietary information of Covered Entity concerning its business affairs, property, products, operations, computer systems, and strategies. Business Associate agrees to hold such confidential and/or proprietary information in strict confidence, to maintain and safeguard the confidentiality of such information, and to use such information solely to perform the Services as required by this Agreement.

Likewise, Covered Entity may receive, create, or have access to confidential and/or proprietary information of Business Associate concerning its business affairs, property, operations, computer systems, and strategies. Covered Entity agrees to hold such confidential and/or proprietary information in strict confidence, to maintain and safeguard the confidentiality of such information, and to use such information solely to perform its obligations as required by this Agreement.

- H. **Amendment.** Upon enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the State or the United States relating to any such law, or the publication of any interpretative policy or opinion of any government agency charged with the enforcement of any such law or regulation, Business Associate, by written notice to Covered Entity, may amend this Agreement in such manner as Business Associate determines necessary to comply with such law or regulation, and Covered Entity agrees to be bound by such amendment, unless within thirty (30) days of Covered Entity's receipt of notice of such amendment Covered Entity notifies Business Associate that it rejects such amendment. Upon receipt of such notice of rejection, Business Associate may terminate the Agreement immediately upon written notice to Covered Entity.

- I. **Binding Effect.** Except as otherwise provided herein, the terms and conditions of the Agreement shall remain in full force and effect. Additionally, to the extent that Business Associate retains PHI, the terms and conditions of this Agreement shall remain in full force and effect following termination.

- J. **Indemnification by Covered Entity.** Covered Entity shall indemnify, defend, and hold harmless Business Associate, its board of directors, officers, members, agents, employees, subcontractors, and personnel from and against any and all claims, demands, suits, actions, losses, expenses, costs (including reasonable attorney fees), obligations, damages, deficiencies, causes of action, and liabilities (collectively, "Claims") incurred by Business Associate as a result of, or that are proximately caused by, (1) Covered Entity's breach of the terms of this agreement or; (2) Covered Entity's violation of HIPAA and any amendments thereto.

Business Associate shall provide prompt written notice of relevant information concerning the Claims to Covered Entity. Business Associate shall provide such reasonable assistance (at Covered Entity's expense) as may reasonably be requested by Covered Entity in connection with the defense of any Claim. Notwithstanding the foregoing: (1) Business Associate shall not settle any such Claim without the consent of Covered Entity, which consent shall not be unreasonably withheld, and (2) the indemnification obligations of Covered Entity hereunder shall not extend to Claims attributable solely to the gross negligence, intentional misconduct, or willful malfeasance of Business Associate.



- K. **Indemnification by Business Associate.** Business Associate hereby agrees to indemnify, defend, and hold harmless Covered Entity, its board of directors, officers, members, agents, employees, subcontractors, and personnel (the "Indemnities") from and against any and all claims, demands, suits, actions, losses, expenses, costs (including reasonable attorney fees), obligations, damages, deficiencies, causes of action, and liabilities (collectively, "Claims") incurred by the Indemnities as a result of, or that are proximately caused by, (1) Business Associate's breach of this Agreement; or (2) Business Associate's violation of HIPAA or any amendments thereto.

Covered Entity shall provide prompt written notice of relevant information concerning the Claims to Business Associate. Covered Entity shall provide such reasonable assistance (at Business Associate's expense), as may reasonably be requested by Business Associate, in connection with the defense of any Claim. Notwithstanding the foregoing: (1) Business Associate shall not settle any such Claim without the consent of Covered Entity, which consent shall not be unreasonably withheld, and (2) the indemnification obligations of Business Associate hereunder shall not extend to Claims attributable solely to the negligence, gross negligence, intentional misconduct, or willful malfeasance of Covered Entity.

- L. **Counterparts.** This Agreement may be executed in the original or by facsimile or other electronic means in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as of the above date.

eSolutions, Inc.

Covered Entity: **SOLANO COUNTY**

Signature:



Signature:

Print Name: Gene Creach

Print Name: Birgitta E. Corsello

Title: President and CEO

Title: County Administrator

Date: March 13, 2018

Date:



# Solano County

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

## Agenda Submittal

<b>Agenda #:</b>	8	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Probation
<b>File #:</b>	18-214	<b>Contact:</b>	Christopher Hansen, 784-4803
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution and plaque of appreciation honoring Arthur C. Lamb III, Senior Deputy Probation Officer, upon his retirement from the Solano County Probation Department with over 26 years of dedicated public service to Solano County		
<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 Probation Department recommends the Board of Supervisors adopt a resolution and plaque of appreciation honoring Arthur C. Lamb III, Senior Deputy Probation Officer, upon his retirement from the Solano County Probation Department, with over 26 years of dedicated public service to Solano County.

### **SUMMARY/DISCUSSION:**

Arthur Lamb started his career in Solano County as a Deputy Probation Officer with the Solano County Probation Department on May 20, 1991. Officer Lamb was promoted to Senior Deputy Probation Officer on October 3, 1999 where he has remained until his retirement.

Throughout his career with Solano County, Officer Lamb has dedicated himself to serving and protecting the community by working with juveniles to hold them accountable, supporting victim restoration efforts, facilitating the rehabilitation of youth, and providing effective and proven treatment programs. Officer Lamb's experience in Juvenile Field Services has allowed him to effectively provide supervision services to countless youth in the cities of Dixon, Vacaville, Fairfield and Vallejo, as well as their families during his 26 years of service.

Officer Lamb has performed his duties throughout his years of service in a professional, compassionate, and responsible manner. Officer Lamb has displayed a commitment to the mission of the Solano County Probation Department which is to Reduce Recidivism through Positive Behavior Change. He has positively impacted youth as well as their families.

### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item is nominal and absorbed by the department's FY2017/18 Adopted Budget. The costs associated with preparation and purchase of the resolution materials

and plaque are included in the Board's FY2017/18 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to adopt this resolution and plaque of appreciation. This is not recommended as this is an opportunity to recognize Arthur C. Lamb III dedication and contributions to Solano County.

**OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING ARTHUR C. LAMB III, SENIOR DEPUTY PROBATION OFFICER, UPON HIS RETIREMENT FROM THE SOLANO COUNTY PROBATION DEPARTMENT WITH OVER 26 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY**

**WHEREAS**, Arthur C. Lamb III began his employment with the Solano County Probation Department as a Deputy Probation Officer-Journey Level on May 20, 1991; and

**WHEREAS**, Officer Lamb was promoted to Senior Deputy Probation Officer on October 3, 1999 where he has remained until his retirement; and

**WHEREAS**, Officer Lamb dedicated himself to serving and protecting the community by working with juveniles to hold them accountable, supporting victim restoration efforts, facilitating the rehabilitation of youth, and providing effective and proven treatment programs; and

**WHEREAS**, Officer Lamb's experience in Juvenile Field Services has allowed him to effectively provide supervision services to countless youth in the cities of Dixon, Vacaville, Fairfield and Vallejo, as well as their families during his 26 years of service; and

**WHEREAS**, Officer Lamb has performed his duties throughout his years of service in a professional, compassionate, and responsible manner. Officer Lamb has displayed a commitment to the mission of the Solano County Probation Department which is to Reduce Recidivism through Positive Behavior Change. He has positively impacted youth as well as their families.

**NOW, THEREFORE, BE IT RESOLVED**, that the Solano County Board of Supervisors hereby honors and recognizes Arthur Lamb for his 26 years of dedicated service to the citizens of Solano County, and wishes him success in his future endeavors and a long, happy, and well-deserved retirement.

Dated this 10<sup>th</sup> day of April, 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

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

## Agenda Submittal

<b>Agenda #:</b>	9	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Report	<b>Department:</b>	Resource Management
<b>File #:</b>	18-215	<b>Contact:</b>	Matt Walsh, 784-6765
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Approve and adopt updates to the Solano County Housing Authority Administrative Plan		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Admin Plan Revisions		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes ____ No <u>X</u>			
Public Hearing Required?	Yes ____ No <u>X</u>			

### DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Solano County Housing Authority (SCHA) approve and adopt updates to the Solano County Housing Authority Administrative Plan.

### SUMMARY/DISCUSSION:

The SCHA is required to prepare and adopt an Administrative Plan for implementing its Section 8 Program. The purpose of the Administrative Plan is to establish policies for carrying out the Housing Choice Voucher program in a manner consistent with Department of Housing and Urban Development (HUD) requirements and the local goals and objectives in the Agency Plan.

HUD issues program regulations that Housing Authorities must follow, but also allows the housing authorities to establish local policies through their Administrative Plans. The SCHA periodically updates the Administrative Plan as regulations and other circumstances change, as new programs are added or when clarification of an existing policy is needed. The Administrative Plan was last updated in 2015. Vacaville Housing Authority staff is contracted to administer the County's program on its behalf, which includes submitting the Annual Agency Plan to HUD and to recommend revisions to the Administrative Plan.

#### Proposed Revisions

HUD has made additional regulatory changes. HUD now permits Housing Authorities to streamline the annual program eligibility re-certification process for some program participants. In order to implement this change, the SCHA must revise its Administrative Plan as follows to incorporate the change:

The SCHA will conduct a full program eligibility re-certification every three years instead of every year for participant households that receive 90 percent or more of their income from fixed-income sources (Social Security and Social Security Disability benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a cost of living adjustment or rate of interest). A streamlined program eligibility re-certification will be conducted in years one and two.

Approximately 157 families (64%) in the SCHA program receive 90 percent or more of their income from fixed-income sources. Many of these households are elderly and/or disabled. Approving this change to the re-certification process will result in time savings in the administrative tasks conducted by the SCHA, eliminate the need for these households to attend an office interview, and eliminate submittal of documentation of information that is typically already available to the SCHA through HUD database sources.

Attachment 1 is the revised portion of Chapter 11 Reexaminations of the SCHA Administrative Plan. If approved by the Housing Authority Board, the revised will be submitted to HUD as required. Staff would then begin the process of applying the streamlining practice for eligible households.

A full interview and reexamination of a fixed income household's eligibility will be conducted every 3 years.

Public Noticing Requirement: Public notice is not required.

**FINANCIAL IMPACT:**

The Housing Authority program is financed through HUD.

**ALTERNATIVES:**

The Housing Authority may choose to take no action to update the Administrative Plan. This action is not recommended because the proposed revisions establish a streamlined recertification process, providing a benefit to both SCHA staff and to tenants in need of assistance.

**OTHER AGENCY INVOLVEMENT:**

The Vacaville Housing Authority, on behalf of Solano County, prepared the revisions to the Administrative Plan. The County Administrator and County Counsel have reviewed this item and concur with the recommended action.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

## **Chapter 11**

### **REEXAMINATIONS**

#### **ADDING NEW SECTION 11-I.D. STREAMLINED ANNUAL REEXAMINATIONS [24 CFR 982.516(b)]**

HUD permits the SCHA to streamline the income determination process for families that receive at least 90 percent of income from fixed sources.

While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years, the SCHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The SCHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the SCHA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

The SCHA will streamline the annual reexamination process for families that receive at least 90 percent of income from a fixed-source by applying the verified COLA or interest rate to fixed-income sources.

If verification of the COLA or rate of interest is not available, the SCHA will use third-party verification of all income amounts.

In the case of a family with at least 90 percent of the family's unadjusted income from a fixed source, the SCHA will not adjust the non-fixed income.

Third-party verification of all income sources will be obtained during the intake process and at least once every three years thereafter.



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## Agenda Submittal

<b>Agenda #:</b>	10	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Presentation	<b>Department:</b>	Probation
<b>File #:</b>	18-235	<b>Contact:</b>	Christopher Hansen, 784-4803
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Receive a presentation from the Solano County Probation Department to review programs, services, monitoring, enforcement activities and preliminary recidivism data from Beyond the Arc, Inc.		
<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:**

The Probation Department recommends the Board of Supervisors receive a presentation outlining the programs and services available in the department. The presentation will include information relating to the Juvenile Detention Facility (JDF), Adult, and Juvenile Field Services. These services embrace the department's goal of reducing recidivism through positive behavior change.

### **SUMMARY/DISCUSSION:**

The Probation Department has evolved into a department focused on evidence based (EBP) and evidence informed practices. The services offered to adults and juveniles in addition to the methods used for monitoring and supervision, have allowed the department to move in a forward position for the past six years. The department strives to change lives and increase independent living skills and supports for the clients under jurisdiction. The department's firm, fair, and care approach exemplifies our interactions with clients in the office and in the community.

For the past six years, the Probation Department has enhanced treatment services and has a one-stop shop for most clients in Fairfield and Vallejo. The department has employment, education, substance abuse, mental health, and housing support for adults available through the Centers for Positive Change. In Fiscal Year 2018-19, the Department plans to restructure and enhance treatment services for juveniles by adding employment, vocational, and community service projects to the service array.

The department would like to demonstrate, through this presentation, how partnerships, training, programs and services are essential in the evolution of the probation field.

### **FINANCIAL IMPACT:**

The County contracted with Beyond the Arc to track and provide comprehensive data on recidivism rates. The \$49,000 contract is funded by AB109 monies and has no impact on the General Fund. The costs associated with preparing the agenda item is nominal and absorbed by the department's FY2017/18 Adopted Budget.

**ALTERNATIVES:**

The Board could choose not to receive the presentation from the Probation Department. This is not recommended as this is an opportunity for the Board of Supervisors and the public to receive information on the programs, services, and partnerships in the department that support the goal of reducing recidivism through positive behavior change.

**OTHER AGENCY INVOLVEMENT:**

There is no other agency involvement.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



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## Agenda Submittal

<b>Agenda #:</b>	11	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Resolution-Presentation	<b>Department:</b>	County Administrator
<b>File #:</b>	18-223	<b>Contact:</b>	Matthew A. Davis, 784-6111
<b>Agenda date:</b>	04/10/2018	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution and receive a presentation proclaiming the week of April 15-21, 2018 as National Volunteer Week in Solano County		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - Volunteer Descriptions and Hours, C - Presentation		

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 of Supervisors adopt a resolution declaring National Volunteer Week and receive a presentation on community volunteer support efforts in County programs.

### **SUMMARY:**

April 15-21, 2018 is National Volunteer Week. During this time, we celebrate the spirit of service in America and honor those who demonstrate the great character of our country through acts of kindness, generosity and compassion by volunteering to help others. This year the Solano County Board of Supervisors will host a recognition ceremony on April 10 at 10:30 a.m. to honor the 2,035 volunteers who gave unselfishly of their time and expertise in 2017 to support County operations. Volunteers served County departments in areas as diverse as youth and family services, master gardeners, 4H leadership, libraries, fire protection, community health, open space, the arts, parks and recreation, transportation, senior citizens, resource conservation, public safety and emergency preparedness - totaling 90,556 hours.

### **FINANCIAL IMPACT:**

The cost of preparing and disseminating this resolution is included in the County Administrator's FY2017/18 Adopted Budget. The cost of the County hosted reception is modest and was included in the FY2017/18 Promotions budget.

### **DISCUSSION:**

This year marks the 44th anniversary of the first National Volunteer Week, which was established by executive order by President Richard Nixon as an annual celebration of volunteerism and the people who volunteer. Since that time, each U.S. President, along with many governors, mayors and other elected officials, have signed a proclamation promoting National Volunteer Week.

According to the Bureau of Labor Statistics, an estimated 62.6 million people volunteered through or for an organization in 2017 with a volunteer rate of approximately 24.9 percent. Volunteers worked an estimated 7.8 billion hours at an estimated value of \$184 billion dollars. Volunteering is central to the American character and is a fundamental expression of responsible citizenship.

This volunteer spirit benefits the County immensely, as volunteers expand the capacity of department's ability to provide programs and services to the community, whether that is reading to a child at the library, clearing a trail at the park, mentoring a child through the 4-H program, teaching residents how to garden, assisting on a search and rescue mission, cleaning up a local landmark, helping preserve Solano County's history or serving on a board or commission.

The range of active volunteers varies greatly in Solano County. Some volunteers spend an hour or two here and there, supporting an event or cause to which they are passionate, whereas others donate hundreds of hours a year to a single cause. In 2017, 2,035 individuals volunteered a combined 90,556 hours of their time to support Solano County programs and services in the community. Their efforts add up to the equivalent of more than 43 full-time County employees providing program support and services to the Solano community over the course of the year.

For a complete list of County departments that use volunteers to support their operations and a sampling of the kind of work volunteers perform, benefiting the Solano community, please see Attachment B.

#### **ALTERNATIVES:**

The Board could choose not to receive this presentation; however, this is not recommended because it provides an opportunity to pay tribute to the contributions of volunteers who make a difference in the quality of life across the county.

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

All County departments, including the Center for Volunteers and Nonprofit Leadership (CVNL) contributed to this report. Departments utilize volunteers to support their programs and services and appreciate the contributions that volunteers make toward ensuring Solano County is a great place to live, learn, work and play.

#### **CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2018 -

## **RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS DESIGNATING APRIL 15 TO APRIL 21, 2018 AS NATIONAL VOLUNTEER WEEK IN SOLANO COUNTY**

**WHEREAS**, during National Volunteer Week, we celebrate the spirit of service in America and honor those who demonstrate the great character of our country through acts of kindness, generosity, and compassion; and

**WHEREAS**, National Volunteer Week was created in 1974 when President Richard Nixon signed an executive order to establish the week as an annual celebration of volunteering, and every year since that time, each U.S. President, along with many governors, mayors and other elected officials, has signed a proclamation promoting National Volunteer Week; and

**WHEREAS**, volunteers perform valuable work every day across the county and commit to do more for their neighbors in need. The Bureau of Labor Statistics estimates about 62.6 million people volunteer through or for an organization in 2017 with a volunteer rate of approximately 24.9 percent – volunteering an estimated 7.8 billion hours; and

**WHEREAS**, in Solano County, 2,035 volunteers served a combined 90,556 hours in 2017, all in support of County operations, serving on boards and commissions, working directly with County departments including the Sheriff, Library, Parks, Veterans Services, District Attorney, Health and Social Services, Public Defender, Historical Records collection, Emergency Operations, Search and Rescue, UC Cooperative Extension and more; and

**WHEREAS**, when tallied up, volunteers gave the equivalent of 43 full-time County employees time to assist and serve others in Solano County in 2017, significantly enhancing the County's programs and services.

**NOW, THEREFORE, BE IT RESOLVED**, that the Solano County Board of Supervisors pause in its deliberations to proclaim the week of April 15 to April 21, 2018 as National Volunteer Week in the County of Solano.

**BE IT FURTHER RESOLVED**, that the Solano County Board of Supervisors salutes and commends the volunteers across this county for their countless contributions and urge all residents to continue upholding this volunteer spirit and answering the call to service.

Dated this 10<sup>th</sup> day of April, 2018

---

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



## **ATTACHMENT B**

2018 National Volunteer Week  
Solano County Board of Supervisors  
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### **Boards & Commissions**

There are a variety of boards and commissions in which members of the public volunteer their service by providing their expertise and unique perspectives that assist the County in serving the public. This year, 185 members served on 30 boards and committees, including:

- Agricultural Advisory Committee
- Airport Land Use Commission
- Alcohol & Drug Advisory Board
- Animal Care Advisory Commission
- Area Agency on Aging Serving Napa-Solano
- Arts Council
- California Medical Facility Advisory Board
- Cordelia Fire Protection District
- Dixon Fire Protection District
- Dixon Resource Conservation District
- Equal Employment Opportunity Committee
- Fair Board of Directors
- Historical Records Commission
- Library Advisory Council
- Local Child Care Planning Council
- Local Mental Health Board
- Montezuma Fire Protection District
- Nut Tree Airport Advisory Committee
- Park & Recreation Commission
- Senior Coalition of Solano County
- Solano Partnership Against Violence
- Solano Resource Conservation District
- Solano Subbasin Groundwater Sustainability Agency
- Solid Waste Independent Hearing Panel
- Suisun Fire Protection District
- Suisun Resource Conservation District
- Tri-City and County Citizens Advisory Committee
- Vacaville Fire Protection District
- Vacaville-Elmira Cemetery District
- Workforce Development Board

### **County Administrator's Office**

Ninety-one volunteers worked a combined 275 hours to support the Solano County exhibit at the 2017 California State Fair and the Solano County Fair. Volunteers greeted visitors, talked about the County, including agriculture, tourism, arts and entertainment. They also handed out tens of thousands of free Jelly Belly samples to children, adults and families. Because of their efforts, Solano County won five awards, including the Gold Award, Best Visitor Experience, People's Choice, People's Choice – Most Fun, and People's Choice – Most Educational.

## **ATTACHMENT B**

2018 National Volunteer Week  
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### **Center for Volunteers and Nonprofit Leadership – Day of Service Events**

As part of Solano County's Volunteer Program, the Center for Volunteers and Nonprofit Leadership (CVNL) hosted two Day of Service events in 2017, including the Mare Island Naval Cemetery Heritage Preserve clean-up event in September and the Meals on Wheels holiday gift and hand-made card distribution to Solano's seniors in December. One-hundred and five volunteers gave a combined 665 hours to service to these events.

### **District Attorney**

Twenty-three volunteers assisted the District Attorney's office with 7,545 hours of volunteer service in 2017. Whether as a post-bar or pre-bar intern, an attorney or investigative assistant, a volunteer to the support staff, or even one of the canine volunteers, these individuals augment the ability of the District Attorney's Office to provide services, such as legal research, responding to motions, assisting in misdemeanor and juvenile cases and helping discovery. All the volunteers provided at least 10 hours of service, seventeen provided more than 100 hours, five provided more than 500 hours and one individual provided one-thousand hours.

### **General Services – Nut Tree Airport**

Forty-eight volunteers working with the General Services Airport division worked a combined 1,190 hours, including the Nut Tree Advisory Committee, Young Eagle Flights for Kids and Legends of Flight pancake breakfast. Volunteers worked an average of 25 hours.

### **General Services – Historical Records Collection and Preservation**

Six volunteers worked 24 hours in support of the County's Historical Records Collection and its mission to preserve and assist the public in accessing historic records.

### **Health and Social Services – Public Health Division**

Public Health Services had eight volunteers who spent 1,205 hours of their time developing educational materials for Sudden Infant Death Syndrome, tobacco cessation, chronic disease prevention and healthy stores makeover program.

### **Health and Social Services – Behavioral and Mental Health Services**

Behavioral and Mental Health Services had thirteen volunteers serve a combined 4,216 hours supporting programs that serve under-represented populations, including women and children. Volunteers also helped recruit, interview and assist in training In Home Support Services (IHSS) caregivers, including making recommendations on how to improve the program.

### **Library and Literacy Services**

Combined, the Solano County Library and Literacy Services programs benefits the most from community volunteers – more than any other department, program or service. With an army of 422 volunteers, the Solano County Library and Literacy Services provided 28,772 hours of service in 2017. The Literacy Program is in its 24<sup>th</sup> year of helping adults improve reading, writing and English speaking skills in on-on-one or small group situations.

### Other volunteer opportunities that benefit the eight libraries include:

- Adopt a Shelf: Volunteers ensure shelves are tidy with the materials for that group.

## **ATTACHMENT B**

2018 National Volunteer Week  
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- Art Class Coordinator: Host a series of art workshops at the library, teaching art techniques and strategies.
- Bilingual Internet Docent: Help Spanish-speaking users navigate the Internet and online library resources.
- Clerical Help: Help with data entry, filing, typing and other behind-the-scenes work.
- Craft Assistant: Assist with some craft preparations for children's story times.
- Events Helper: Provide support during community outreach events, such as free flu shots, back-to-school events, farmers markets and Earth Day events, educating attendees on the benefits of the Library services.
- Grand People and Books: Volunteers of all ages share books and their love of reading with children visiting in the library.
- Home Work Help Coordinator: Help recruit young adults and adults to help tutor elementary and middle age students after school with their homework. Help facilitate pairing between tutors and students.
- Library Buddy: "Bring the Library" to the homebound by delivering books and other library materials thus returning them to the library as needed.
- Newsletter Distributer: Distribute flyers and other promotional materials monthly to locations in their local communities and Solano County.
- PAWS: Children are invited to read their favorite book to a furry four-pawed friend, a registered therapy dog. The reader receives a free book. Volunteer does the record keeping and coordinates the attendees.
- Storytime at the Mall: Volunteers assist with reading, singing and informing children and parents about Library Services at the Fairfield Solano Town Centre Mall.
- Lawyers in the Library: Local Lawyers offer free legal advice and referral. Lawyer consultations last up to 20 minutes. There is no "attorney client" relationship. Program is held in Vacaville and Vallejo Libraries.
- Friends of the Library: They are a nonprofit organization that promotes reading and learning through sponsorship of quality library services and events. They raise money through their book sales to help sponsor many of the children's programs and family events throughout the year.
- McCune Room Volunteers: The McCune Room is staffed entirely by volunteers with the mission of promoting and enhancing the McCune Collection through acquisitions and donations, both monetary and material; and also to maintain and preserve the lasting literary and artistic legacy left by Dr. McCune.
- Library Foundation: The mission of the Solano County Library Foundation is to support the programs of the Solano County Library and literacy and lifelong learning needs of the community it serves.
- Gadget Clinic volunteers help users navigate their gadgets giving technical help and answering questions about cell phones, tablets, computers, lap tops, Nooks, and Kindles.
- Chess Club volunteers welcome everyone from beginners to seasoned players. Welcome beginners to seasoned players.
- Writers Club volunteers lead a group of writers who encourage each other and give them advice on how to get started and get published.

## **ATTACHMENT B**

2018 National Volunteer Week  
Solano County Board of Supervisors  
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### **Probation Services**

Four volunteers served a collective 770 hours to support Probation services, including religious and church services, mentoring, asset building, assistance with school, career planning and more. Volunteers help support the departments goal of providing programs and services that help offenders change behavior and become productive members of the community.

### **Public Defender and Alternate Public Defender**

Sixteen volunteers provided 7,800 hours to the Public Defender and Alternate Public Defender's Office in 2017, supporting attorneys with clients and casework.

### **Resource Management – Parks and Recreation**

The Solano County Parks and Recreation Division benefited from the work of 376 volunteers who contributed 8,725 hours of volunteer service between March 2017 and February 2018. The Solano County Parks Volunteer program included many volunteer efforts and events at Lake Solano Park, Sandy Beach and Lynch Canyon Open Space, coordinated through the efforts of the County's contracted Volunteer and Outreach Coordinator from the Solano Land Trust.

Many of the volunteers are trained docents and led monthly hikes: birds-of-prey (raptors) at Lynch Canyon, and creek birds and wildlife along the shores of Putah Creek at Lake Solano Park, and canoe tours that provide a unique way to see Lake Solano. Lake Solano volunteers built exhibits at the Lake Solano Nature Center. Lynch Canyon volunteers toiled away at fixing trails that had washed out, become overgrown with vegetation, or otherwise needing renovation. These efforts both make the trails look more attractive and improve the public's safety on the well-traveled trails.

### **Resource Management – Integrated Waste Management**

The Department of Resource Management recruited 31 volunteers from Travis Air Force Base and the Solano community to aid the public at the County's Prescription Drug Take Back events in 2017. A total of 255 hours was spent helping the public properly get rid of their old, expired and un-wanted prescriptions in a safe and environmentally friendly way.

### **Sheriff – Coroner's Office / Office of Emergency Services**

The Sheriff's Office is supported by a comprehensive volunteer support program, which includes 159 volunteers working in seven diverse program areas and accumulating 19,365 hours of volunteer service. The volunteer programs within the Sheriff's Office include:

- Search and Rescue (SAR) – Trained volunteers who conduct missing persons and evidence searches in Solano County and neighboring counties when mutual aid requests are received
- Dive Team – Advanced Scuba volunteers trained to dive in zero visibility water to retrieve drowning victims and evidence as well as rescuing people stranded or otherwise trapped in a water environment
- Auxiliary Communications Service (ACS) – Radio communications experts capable of transmitting emergency data when all cell, landline and standard radio equipment fails

## **ATTACHMENT B**

2018 National Volunteer Week  
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- Office of Emergency Service (OES) Volunteers – Specially trained or experienced volunteers who support Emergency Operation Center (EOC) activations, exercises, training and programs in OES – including during the 2017 Atlas Peak Fire
- Sheriff's Active Volunteer Experience (SAVE) – Volunteers assisting a myriad of Sheriff's Officer (SO) activities to include Animal Shelter volunteers, Coroner and armory
- Records – Aid the SO's Records/Warrants branch.
- Coroner – Assist the Coroner's Office staff in the conduct of daily business

### **Veterans Services Office**

Twenty-three volunteers gave a combined 2,993 hours in 2017 to help members of the Solano veteran's community gain access to the programs and services to which they are entitled because of their service to this country.

### **UC Cooperative Extension – 4H Youth Development and Master Gardener Programs**

The UC Cooperative Extension's volunteers service to the community as part of its 4-H Youth Development Program and Master Gardener programs. Volunteers serve in a variety of capacities, ranging project leaders, community club leaders, resource leaders and serving on the 4-H Leadership Council. Altogether, the 216 4-H volunteers have more than 1,412 combined years of volunteer service to the community. Although their exact number of hours was not tracked, it is estimated to be in the hundreds of thousands.

The 123 Master Gardener volunteers provided 6,939 hours of volunteer service, including research-based home gardening information to the public via workshops, events, school gardens, newsletters, blogs and hands-on demonstrations.

# # #



# VOLUNTEERS

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## National Volunteer Week

April 15-21, 2018 | Solano County



Presented to the Board of Supervisors  
April 10, 2018 | Item no. 18-223  
County Administrator's Office



# CY 2017 Snapshot

## In the United States

- **44<sup>th</sup>** anniversary of Volunteer Week
- **7.8 billion** hours of service
- **\$184 billion** estimated value

## Solano County Volunteers

- **2,035** volunteers / 15 departments
- **90,556** hours of service
- **43 FTE** equivalent estimated value







# Educational Services

## Solano County Library and Literary Services

- **422** volunteers
- **28,772** hours of service
  - Homework assistance
  - Reading to children
  - Adult literacy services
  - Support at events

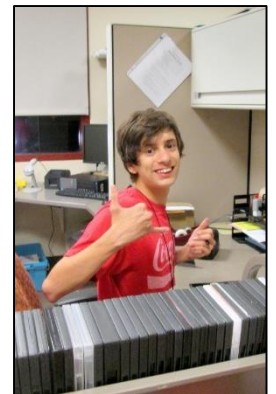


Photo credit Daily Republic





# UC Cooperative Extension

## UC Coop Extension

- **339** volunteers
- **6,939** hours of service
- **1,412 years** of experience
  - Master Gardeners
  - Solano 4H Program





# Public Safety

## Sheriff / OES

- **159** volunteers
- **19,365** hours of service
  - Search and Rescue
  - Dive Team Support
  - Emergency Operations
  - Aux. Communications
  - Admin Support







# Public Safety – Atlas Peak Fire

*Photo credit Daily Republic*



## Large Animal Shelter

- **Hundreds** of volunteers
- **Tons** of materials donated
  - 550 large animals
  - 20 small animals
  - Feeding, tending and transporting animals





## Prescription Drug Take-Back Events

- 31 volunteers
- 255 hours of service
  - Expired medications (*Rx*)
  - Sharps containers
  - Open to all residents
  - Environmentally friendly







# Department of Resource Management, Parks and Recreation | Solano Land Trust

## Enjoying the Outdoors

- **376** volunteers
- **8,725** hours of service
  - Lake Solano / Lynch Canyon
  - Lead nature hikes / docents
  - Build exhibits / fix trails
  - Restoring vegetation





# Veteran Services

## Serving those who served our country

- **23** volunteers
- **2,993** hours of service
  - Connecting vets to services
  - Supporting local events



*Photo credit Daily Republic*







# CAO – State & County Fair Exhibit

## Promoting the County Spirit at local events

- **91** volunteers
- **275** hours of service
  - Greeting visitors
  - Promoting Solano County
  - Contributed to winning 5 major State Fair awards





# County Programs and Services

## Volunteers aiding in other departments

### PUBLIC SAFETY

- **District Attorney** – 23 volunteers: 7,545 hours
- **Probation Department** – 4 volunteers: 770 hours
- **Public & Alt. Defender** – 16 volunteers: 7,800 hours

### GENERAL SERVICES

- **Historical Records** – 6 volunteers: 24 hours
- **Nut Tree Airport** – 48 volunteers: 1,190 hours

### HEALTH AND SOCIAL SERVICES

- **Behavioral and Mental Health** – 13 volunteers: 4,216 hours





# Boards and Commissions

## 185 members on 30 Boards and Commissions

Agricultural Advisory Committee  
Airport Land Use Commission  
Alcohol & Drug Advisory Board  
Animal Care Advisory Commission  
Area Agency on Aging / Napa-Solano  
Arts Council  
California Medical Facility Advisory Board  
Cordelia Fire Protection District  
Dixon Fire Protection District  
Dixon Resource Conservation District  
Equal Employment Opportunity Committee  
Fair Board of Directors  
Historical Records Commission  
Library Advisory Council  
Local Child Care Planning Council

Local Mental Health Board  
Montezuma Fire Protection District  
Nut Tree Airport Advisory Committee  
Park & Recreation Commission  
Senior Coalition of Solano County  
Solano Partnership Against Violence  
Solano Resource Conservation District  
Solano Subbasin Groundwater Sustainability Agency  
Solid Waste Independent Hearing Panel  
Suisun Fire Protection District  
Suisun Resource Conservation District  
Tri-City and County Citizens Advisory Committee  
Vacaville Fire Protection District  
Vacaville-Elmira Cemetery District  
Workforce Development Board



# CVNL – Day of Service Events

## Volunteer Program – Day of Service Events

- **105** volunteers
- **665** hours of service
  - 1) Mare Island Naval Cemetery  
Heritage Preserve Clean-up
  - 2) Meals on Wheels holiday gift and  
cards to seniors



*Photo credit Times-Herald*



[www.SolanoVolunteers.org](http://www.SolanoVolunteers.org)



# Volunteer Outreach and Engagement

## Solano County Retirees Volunteer Engagement Program

- **Enhance** current safety net programs and services
- **Decrease** overall costs to Solano community-based organizations
- **Increased** civic engagement of former County employees





Thank you!

**Thank you for volunteering**  
**Please join us for a reception in the foyer**