

Solano County

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



Agenda - Final

Tuesday, January 28, 2020

8:30 AM

Board of Supervisors Chambers

Board of Supervisors

Erin Hannigan (Dist. 1) Chairwoman
(707) 553-5363

Monica Brown (Dist. 2), Vice-Chair
(707) 784-3031

James P. Spring (Dist. 3)
(707) 784-6136

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

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** **20-83** Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Georgia Cochran, 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

Sheriff's Office:

- 2 **20-51** Adopt and present a resolution and plaque of appreciation honoring Sergeant-Sheriff Raymond G. Dudley upon his retirement from the Sheriff's Office with over 31 years of dedicated public service to Solano County (Supervisor Vasquez)

Attachments: [A - Resolution](#)

General Services:

- 3 **20-77** Adopt and present a resolution and plaque of appreciation honoring Michael Joyce, Equipment Mechanic, upon his retirement from the Solano County Department of General Services with over 26 years of dedicated public service to Solano County (Supervisor Vasquez)

Attachments: [A - Resolution](#)

Board of Supervisors:

- 4 **20-72** Adopt and present a resolution honoring Larry Sly upon his retirement from the Food Bank of Contra Costa and Solano after serving 40 years as the Executive Director (Chairwoman Hannigan)

Attachments: [A - Resolution](#)

- 5 **20-67** Adopt and present a resolution recognizing the Month of February 2020 as Civil Grand Jury Awareness Month in Solano County (Supervisor Thomson)
- Attachments: [A - Resolution](#)

ITEMS FROM THE PUBLIC

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

ADDITIONS TO OR DELETIONS FROM THE AGENDA

APPROVAL OF THE AGENDA

PUBLIC COMMENT ON CONSENT CALENDAR

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR

GENERAL GOVERNMENT

Clerk of the Board of Supervisors:

- 6 **20-81** Approve the minutes of the Solano County Board of Supervisors meetings of January 7 and 14, 2020; and Approve the minutes of the Solano County Facilities Corporation minutes of January 7, 2020
- Attachments: [A - Minutes - January 7, 2020](#)
 [B - Minutes - January 14, 2020](#)
 [C - SCFC Minutes - January 7, 2020](#)
- 7 **20-82** Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors
- Attachments: [A - Appointment List](#)

Board of Supervisors:

- 8 **20-69** Authorize the County's contribution of \$5,000 from the General Fund contribution allocated to District 2 to benefit the following organizations: Benicia Panthers Band Boosters (\$750); Rodriguez High School Education Unit (\$750); Benicia Unified School District (\$1,750): \$250 to the High School Debate Team, \$750 to Robert Semple Elementary for school supplies for the teachers, and \$750 to Mary Farmer Elementary School for supplies for the teachers; Vallejo School District (\$1,000): \$500 to Glen Cove Elementary School and \$500 to Pennycook Elementary School, both for school supplies for teachers; Benicia Community Action Council (\$250); Eric Reyes Foundation (\$125); Kyle Hyland Foundation (\$125) and Humane Society of the North Bay (\$250)
- 9 **20-79** Authorize the County's contribution of \$3,000 from the General Fund contribution allocated to District 4, to benefit the Vacaville Heritage Council (\$1,000), the Pena Adobe Historical Society (\$1,000) and to the Sacramento Valley National Cemetery Honor Guard (\$1,000)
- 10 **20-73** Authorize the County's contribution of \$1,000 from the General Fund contribution allocated to District 5 to benefit Rebuilding Together, Solano County chapter

Human Resources:

- 11 **20-78** Receive the 2019 Annual Report of the Civil Service Commission
Attachments: [A - 2019 CSC Annual Report](#)
- 12 **20-85** Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 11 - Psychiatrists, Physicians and Dentists represented by Union of American Physicians and Dentists (UAPD)
Attachments: [A - Resolution](#)
 [B - Unit 11 MOU](#)

Treasurer-Tax Collector-County Clerk:

- 13 **20-71** Adopt a resolution authorizing the Treasurer-Tax Collector-County Clerk to hold a sale of tax-defaulted property at a Chapter 7 (Public Auction) sale via the Internet within 180 days of Board approval
Attachments: [A - Resolution](#)
 [B - Property List](#)

General Services:

- 14 **20-62** Adopt a resolution and plaque of appreciation for Dave Daly, Airport Manager, upon his retirement from the Solano County Department of General Services, honoring him for 29 years of public service, including 8 years of dedicated public service to Solano County
- Attachments: [A - Resolution](#)

Information Technology-Registrar of Voters:

- 15 **20-70** Approve a first contract amendment with CherryRoad Technologies, Inc. for \$163,200, for a new total contract amount not to exceed \$223,200, to extend the managed services support through June 30, 2021 to provide technical services and support to the County's PeopleSoft Payroll system; and Authorize the Chief Information Officer to execute the agreement and any amendments within 10% of the contract amount
- Attachments: [A - Amendment](#)
 [B - Link to Original Contract](#)
- 16 **20-74** Adopt a resolution authorizing the submission of an amended application for State funds for \$2,326,675, an increase of \$917,175, to replace the existing voting system; and Authorize the County Administrator or designee to conduct all negotiations, execute and submit all documents including, but not limited to applications which may be necessary for the completion of the agreement
- Attachments: [A - Resolution](#)
 [B - Agreement](#)
- 17 **20-75** Approve a plaque of appreciation honoring Jewel Hailey, Election Coordinator, upon her retirement from the Solano County Registrar of Voters with over 16 years of dedicated public service to Solano County

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 18 **20-15** Approve a contract with Shelter, Inc. for \$177,000 to provide housing navigation services to the homeless CalWORKs population in Solano County for the term of February 1, 2020 through June 30, 2021; and Authorize the County Administrator to execute the contract
- Attachments: [A - Contract](#)

- 19** **20-11** Adopt a resolution approving a second contract amendment with the California Department of Health Care Services for \$49,136, for a total contract of \$7,334,876, to provide services under the Substance Abuse Prevention and Treatment Block Grant for the period of July 1, 2017 through June 30, 2020; and Authorize the County Administrator to sign and execute this contract amendment and any administrative amendments issued by the State

Attachments: [A - Resolution](#)
 [B - Amendment 2](#)
 [C - Link to Original Contract and Amendment](#)

- 20** **20-45** Approve a second contract amendment with Seneca Family of Agencies for \$199,172 for a total contract amount of \$1,386,525 to provide Transition Age Youth Full Service Partnership services for high-risk, transition-aged youth ages 16-25, including Commercially Sexually Exploited Children/Youth (CSEC) ages 10-25, for the period July 1, 2019 through June 30, 2020; Authorize the County Administrator to execute the amendment; and Approve an Appropriations Transfer Request (ATR) for \$332,866 to recognize revenue and related appropriations for this contract amendment (4/5 vote required)

Attachments: [A - Second Amendment](#)
 [B - Link to Original Contract and First Amendment](#)

- 21** **20-53** Approve a first contract amendment with Sierra Vista Hospital for \$190,000, for a total contract amount of \$475,000, to provide additional psychiatric medical services in the current contract period through June 30, 2020; Authorize the County Administrator to execute the amendment; and Approve an Appropriation Transfer Request (ATR) in the amount of \$190,000 to recognize 1991 and 2011 Realignment revenue to fund the amendment (4/5 vote required)

Attachments: [A - Amendment](#)
 [B - Link to Original Contract](#)

- 22** **20-64** Adopt a resolution affirming the Mental Health Plan Performance Contract with the California Department of Health Care Services (DHCS), as newly required by DHCS, for the period of July 1, 2018 to June 30, 2021 outlining conditions and requirements to receive funding for Mental Health Services Act, Projects for Assistance in Transition from Homelessness and Community Mental Health Services Block Grant programs; and Authorize the County Administrator to sign and execute this contract and any administrative amendments

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

CRIMINAL JUSTICE

Sheriff's Office:

- 23** **20-13** Ratify a Waiver of Judicial Accounting, Acknowledgement, Release, and Refunding Agreement from First Republic Trust Company acting as the trustee for The Alfred Wastlhuber Living Trust where the Solano County Sheriff's Office Animal Care is listed as a beneficiary; and Authorize the Sheriff to deposit the distribution of \$147,830.49 into the Animal Care Facility donation account to be utilized for enhanced shelter operations

Attachments: [A - Animal Care Facility Procedure - Donations](#)
 [B - Waiver, Acknowledgment, Release, and Refunding Agreement](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

County Administrator:

- 24** **20-68** Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County, including items that were discussed at the Board's Legislative Committee on January 6, 2020 and highlights from the Governor's proposed budget for 2020-21

Attachments: [A - Letter from Nestor Aliga](#)
 [B - S.2626 Bill Text](#)
 [C - S.2628 Bill Text](#)
 [D - CSAC MHSA Memo](#)
 [E - Federal Legislative Update](#)
 [F - State Legislative Update](#)
 [G - SYASL Partners Budget Summary](#)
 [H - CSAC Summary of Governors Budget](#)

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS**ADJOURN:**

*To the Board of Supervisors meeting of February 4, 2020 at 8:30 A.M., Board Chambers,
675 Texas Street, Fairfield, CA*



Solano County

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Agenda Submittal

Agenda #:	1	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	20-83	Contact:	Bernadette S. Curry, 784-6151
Agenda date:	01/28/2020	Final Action:	
Title:	Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Georgia Cochran, 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)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	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)
 - a.
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a.
- 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)

Solano County representatives: Marc Fox, Jeannine Seher, Georgia Cochran, 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

Agenda #:	2	Status:	Presentation
Type:	Resolution-Presentation	Department:	Sheriff's Office
File #:	20-51	Contact:	Angelica Russell, 784-7064
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Sergeant-Sheriff Raymond G. Dudley upon his retirement from the Sheriff's Office with over 31 years of dedicated public service to Solano County (Supervisor Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	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 Sheriff recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Sergeant-Sheriff Raymond G. Dudley upon his retirement from the Sheriff's Office with over 31 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Raymond Dudley began his career with the Solano County Sheriff's Office as a Correctional Officer. On May 22, 1988, he promoted to Deputy Sheriff on March 12, 1995, and promoted to Sergeant-Sheriff on July 1, 2007. During his career, Raymond Dudley was assigned to both the Custody Division and Field Operations Division, serving in the Jail, Patrol, Courts, Solano County Narcotics Enforcement Team, Solano County Methamphetamine Enforcement Team, and Marine Patrol. Sergeant Dudley spent time as a Field Training Officer mentoring and training numerous deputy sheriffs and also served on the Sheriff's Mobile Field Force Team.

Sergeant Dudley exemplified the qualities of leadership and was appointed the Field Training Program Coordinator in 2003 and the Mobile Field Force Team Leader in 2008.

Sergeant Dudley has received multiple letters of recognition from the Sheriff's Office, allied agencies, and the public for his performance on duty. In 2013, Sergeant Dudley received a Certificate of Commendation for an incident in May of 2012 where he responded to a domestic violence call and during this encounter, he and another officer escorted the victim to safety and de-escalated the critical incident in which the non-compliant armed suspect was arrested.

Sergeant Dudley was a valued and respected member of the Sheriff's Office and will be greatly missed by his friends and coworkers. The resolution honors Raymond G. Dudley for over 31 years of service and

commends his dedication and public service to Solano County. Sergeant Dudley's official last date of employment with the Sheriff's Office was December 19, 2019.

FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board may elect not to adopt a resolution and plaque of appreciation; however, this is not recommended, as this is an opportunity to honor Sergeant-Sheriff Raymond G. Dudley for his years of public service to the Sheriff's Office and the citizens of Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING SERGEANT-SHERIFF RAYMOND G. DUDLEY UPON HIS RETIREMENT FROM THE SOLANO COUNTY SHERIFF'S OFFICE WITH OVER 31 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, Raymond Dudley began his career with the Solano County Sheriff's Office as a Correctional Officer on May 22, 1988; on March 12, 1995 he promoted to Deputy-Sheriff; and on July 1, 2007 was promoted to Sergeant-Sheriff, whereby he served until his retirement; and

WHEREAS, during his career, Sergeant Dudley was assigned to both the Custody Division and the Field Operations Division, serving in the Jail, Patrol, Courts, Solano County Narcotics Enforcement Team, Solano County Methamphetamine Enforcement Team, and Marine Patrol. Sergeant Dudley spent time as a Field Training Officer mentoring and training numerous deputy sheriffs and also served on the Sheriff's Mobile Field Force Team; and

WHEREAS, Sergeant Dudley exemplified the qualities of leadership and was appointed the Field Training Program Coordinator in 2003 and the Mobile Field Force Team Leader in 2008; and

WHEREAS, Sergeant Dudley has received multiple letters of recognition from the Sheriff's Office, allied agencies, and the public for his performance on duty. In 2013, Sergeant Dudley received a Certificate of Commendation for an incident in May of 2012 where he responded to a domestic violence call and during this encounter, he and another officer escorted the victim to safety and de-escalated the critical incident in which the non-compliant armed suspect was arrested; and

WHEREAS, Sergeant Dudley was a valued and respected member of the Sheriff's Office, and will be greatly missed by his friends and coworkers; and

WHEREAS, Sergeant Dudley retired on December 20, 2019 with over 31 years of outstanding and dedicated service to Solano County.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Raymond G. Dudley for his distinguished service to the citizens of Solano County and wishes him a long, healthy, and happy retirement.

Dated this 28th day of January, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Agenda Submittal

Agenda #:	3	Status:	Presentation
Type:	Resolution-Presentation	Department:	General Services
File #:	20-77	Contact:	Larry Devereaux, 784-7900
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt and present a resolution and plaque of appreciation honoring Michael Joyce, Equipment Mechanic, upon his retirement from the Solano County Department of General Services with over 26 years of dedicated public service to Solano County (Supervisor Vasquez)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	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 General Services recommends that the Board of Supervisors adopt and present a resolution and plaque of appreciation honoring Michael Joyce, Equipment Mechanic, upon his retirement from the Solano County Department of General Services with over 26 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Michael Joyce retired on December 31, 2019 as Equipment Mechanic, with the Department of General Services Fleet Division after 26 years of service to Solano County.

Mr. Joyce began his County career on September 12, 1993 as an Equipment Mechanic Assistant, in the Department of General Services. Mr. Joyce promoted to Equipment Mechanic in November 1994. Prior to Solano County, Michael Joyce worked for the Solano County Office of Education.

During his career, Mr. Joyce was recognized by the Solano County Sheriff's office for his dedication to providing safe, reliable, and clean vehicles for the patrol division. Mr. Joyce performed maintenance on County vehicles working to keep them safe, clean, and properly serviced while maintaining visual appeal. Mr. Joyce maintained a qualified smog inspector license allowing him to assist the county in maintaining compliance with the State Air Resource Board requirements for annual vehicle smog checks.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials

and plaque are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose to not approve and present the plaque of appreciation. This alternative is not recommended because Michael Joyce's service to Solano County is worthy of recognition and provides a positive example for others.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING MICHAEL WILLIAM JOYCE UPON HIS RETIREMENT FROM THE DEPARTMENT OF GENERAL SERVICES WITH OVER 26 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, Michael William Joyce began his 26-year career in public service in 1991 working for the Solano County Office of Education as a School Bus Mechanic prior to coming to work for Solano County; and

WHEREAS, Mr. Joyce started his career with Solano County as an Equipment Mechanic Assistant and maintained school buses while the County had the contract, ensuring the safety of all students and drivers; and

WHEREAS, Mr. Joyce has been recognized by the Solano County Sheriff's Office for his dedication to providing safe, reliable, and clean vehicles for the patrol division; and

WHEREAS, Mr. Joyce performed maintenance on County vehicles working to keep them safe, clean, and properly serviced while maintaining visual appeal; and

WHEREAS, Mr. Joyce maintained a qualified smog inspector license allowing him to assist the county in maintaining compliance with the state Air Resource Board requirements for annual vehicle smog checks.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Michael William Joyce for over 26 years of faithful and dedicated service and wishes him well in his retirement and future endeavors.

Dated this 28th day of January, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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Agenda Submittal

Agenda #:	4	Status:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	20-72	Contact:	Erin Hannigan, 553-5363
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt and present a resolution honoring Larry Sly upon his retirement from the Food Bank of Contra Costa and Solano after serving 40 years as the Executive Director (Chairwoman Hannigan)		
Governing body:	Board of Supervisors		
District:	District 1		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Hannigan recommends the Board approve and present a resolution of appreciation honoring Larry Sly upon his retirement from the Food Bank of Contra Costa and Solano after serving 40 years as the Executive Director.

SUMMARY/DISCUSSION

After graduating from UC-Berkeley, Larry Sly joined the Food Bank of Contra Costa and Solano and quickly became the organization's Executive Director. He has guided the Food Bank's development from an organization that distributed 36,000 pounds of food in its first year to an agency that distributes more than 25 million pounds annually.

Larry has served as Vice Chair of the Board of Directors of Feeding America, the National Food Bank Network and on the National Council (NAC), an elected group of food bank leaders who serve as the voice of the network for Feeding America. He also served on the Board of Directors of the California Association of Food Banks and chaired the Emergency Food and Shelter board that allocates Federal funds to hunger and shelter agencies in Contra Costa County. Larry has served on State advisory committees on hunger and has served on task forces for Feeding America. He is also an active member of the Rotary Club of Concord.

For the past sixteen years, the Counties of Solano and Contra Costa have participated in a friendly food fight competition to help raise money for the Food Bank of Contra Costa and Solano to benefit the hunger insecure. Larry has played a key role in helping Counties participate in the friendly competition, including attending the Board of Supervisors meetings to help kick off the program and award departments for their tremendous work. Since the friendly competition began in 2004, the two Counties have raised nearly \$2 million dollars collectively.

The Solano County Board of Supervisors congratulate Larry Sly on his retirement as Executive Director of the Food Bank of Contra Costa and Solano, thank him for his more than 40 years of service and wish him well on all his future endeavors.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2019/20 Adopted Budget.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING LARRY SLY UPON HIS RETIREMENT FROM THE FOOD BANK OF CONTRA COSTA & SOLANO AFTER 40 YEARS AS THE EXECUTIVE DIRECTOR

WHEREAS, After graduating from UC-Berkeley, Larry Sly joined the Food Bank of Contra Costa & Solano and soon became the organization's Executive Director; and

WHEREAS, Mr. Sly guided the Food Bank's development from an organization that distributed 36,000 pounds of food in its first year to an agency that distributes 25 million pounds of food annually; and

WHEREAS, Mr. Sly has served as Vice Chair of the Board of Directors of Feeding America, the national food bank network for Feeding America, on the National Council (NAC), the State advisory committee on hunger and the hunger task force for Feeding America; and

WHEREAS, Mr. Sly also serves on the Board of Directors of the California Association of Food Banks, chairs the Emergency Food and Shelter board that allocates Federal funds to hunger and shelter agencies in Contra Costa; and

WHEREAS, for the past sixteen years, the Counties of Solano and Contra Costa have participated in a friendly food fight competition to help raise money for the Food Bank of Contra Costa and Solano to benefit the hunger insecure; and

WHEREAS, Mr. Sly has played a key role in helping Counties participate in the friendly competition, including attending the Board of Supervisors meetings to help kick off the program and award departments for their tremendous work; and

WHEREAS, since the friendly food fight competition began in 2004, the two Counties have raised nearly \$2 million dollars collectively – a testament to Larry's ongoing commitment to fight hunger.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby honors and recognizes Larry Sly for his 40 years of dedicated and distinguished services to the citizens of Solano County and wishes him a long, healthy and happy retirement.

Dated this 28th day of January, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	5	Status:	Presentation
Type:	Resolution-Presentation	Department:	Board of Supervisors
File #:	20-67	Contact:	Alexandra Winston, 784-6131
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt and present a resolution recognizing the Month of February 2020 as Civil Grand Jury Awareness Month in Solano County (Supervisor Thomson)		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson recommends that the Board of Supervisors adopt and present a resolution recognizing the Month of February 2020 as Civil Grand Jury Awareness Month in Solano County.

SUMMARY/DISCUSSION

The Grand Jury system evolved from an earlier Anglo-Saxon institution in England, which acted as a watchdog on local government, identified wrongdoers, and most importantly acted as a counterweight to the authority of the crown and its agents to protect the rights of individuals. The first America Grand Jury was impaneled in the Massachusetts Bay Colony in 1635 and by 1683, its usage had spread to all the colonies.

In California, the Grand Jury forms part of the judicial system as authorized by the California State Constitution and consists of 58 separate grand juries-one in each county-that are convened on an annual basis by the Superior Court. The Grand Jury roles and responsibilities are set forth in the California Penal Code. They are charged to inquire into, and investigate if necessary, the operation of local government agencies and officials to ensure that the activities are valid, and services are efficiently and legally provided. The Solano County Civil Grand Jury is comprised of nineteen (19) volunteer citizens who serve a one-year term (limited to two consecutive terms) and publish their reports annually.

Grand Jury Awareness Month is a statewide campaign spearheaded by the California Grand Jury Association. They target the month of February to bring attention to their important work throughout the state and to solicit for jurors for the coming year.

In addition, if needed, a separate Grand Jury may be convened by the District Attorney of each county to evaluate the validity of the charges being brought by the prosecutor.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the District 5 FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to adopt this resolution but that would not be recommended as this is a good chance to recognize residents who volunteer for the Solano County Civil Grand Jury.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 –

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE MONTH OF FEBRUARY 2020 AS CIVIL GRAND JURY AWARENESS MONTH IN SOLANO COUNTY

WHEREAS, the Grand Jury system evolved from an earlier Anglo-Saxon institution in England, which acted as a watchdog on local government, identified wrongdoers, and most importantly acted as a counterweight to the authority of the crown and its agents to protect the rights of individuals; and

WHEREAS, the role of the County Civil Grand Jury as a civil watchdog safeguarding citizens from governmental malpractice and official misconduct evolved over time; and

WHEREAS, the County Grand Jury forms part of the judicial system as authorized by the California State Constitution, whose role and responsibilities are set forth in the California Penal Code; and

WHEREAS, a County Civil Grand Jury's role is to investigate if necessary, the operations of local government agencies and officials to ensure that the activities are valid, and services are efficiently and legally provided; and

WHEREAS, in California every county has a Civil Grand Jury made up of individuals who have been recommended by the county's Superior Court from a pool of volunteer residents; and

WHEREAS, the Solano County Civil Grand Jury is comprised of 19 citizens who serve for a single fiscal year and public their reports annually.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors does hereby recognize February 2020 as Civil Grand Jury Awareness Month.

Dated this 28th day of January, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Minutes	Department:	Clerk of the Board of Supervisors
File #:	20-81	Contact:	Jeanette Neiger, 784-6125
Agenda date:	01/28/2020	Final Action:	
Title:	Approve the minutes of the Solano County Board of Supervisors meetings of January 7 and 14, 2020; and Approve the minutes of the Solano County Facilities Corporation minutes of January 7, 2020		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Minutes - January 7, 2020, B - Minutes - January 14, 2020, C - SCFC Minutes - January 7, 2020		

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

DEPARTMENTAL RECOMMENDATION:

Presented for your approval are the minutes of the Solano County Board of Supervisors meetings of January 7 and 14, 2020 and the Solano County Facilities Corporation minutes of January 7, 2020.



Solano County

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

Minutes - Draft Board of Supervisors

*Erin Hannigan (Dist. 1) Chairwoman
(707) 553-5363*

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

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

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

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

Tuesday, January 7, 2020

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 7th day of January 2020 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:30 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.

ROLL CALL

Erin Hannigan, Monica Brown, James P. Spering, John M. Vasquez and Skip Thomson

CLOSED SESSION

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

- 1 [19-1004](#) Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Georgia Cochran, 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

This meeting of the Solano County Board of Supervisors reconvened at 9:03 A.M. All members were present and Chairwoman Hannigan presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Bernadette Curry advised that there were no reports from Closed Session.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

PRESENTATIONS

- 2 [20-12](#) Receive a presentation from the Assessor/Recorder on the selection of Christy Saetern as "Employee of the Month" for January 2020
- Attachments: [Minute Order](#)
- Supervisor Thomson left the dais at 9:05 A.M.
- Received**
- 3 [20-8](#) Adopt and present a resolution recognizing January 2020 as Positive Parenting Awareness Month (Supervisor Vasquez)
- Attachments: [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Supervisor Thomson returned to the dais at 9:07 A.M.*
- On motion of Supervisor Vasquez, seconded by Chairwoman Hannigan, the Board adopted and presented Resolution No. 2020-1 recognizing January 2020 as Positive Parenting Awareness Month. So ordered by 4-0 vote. (See Resolution Book)**
- Enactment No: Resolution 2020 - 1**

4

[20-3](#)

Adopt and present a resolution recognizing the month of January 2020 as National Slavery and Human Trafficking Prevention Month in Solano County (Chairwoman Hannigan)

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

On motion of Chairwoman Hannigan, seconded by Supervisor Brown, the Board adopted and presented Resolution No. 2020-2 recognizing the month of January 2020 as National Slavery and Human Trafficking Prevention Month in Solano County. (See Resolution Book)

Enactment No: Resolution 2020-2

ITEMS FROM THE PUBLIC

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

A) Nancy Huston, Assistant County Administrator, introduced new employee Senior Management Analyst Tami Lukens.

B) Elena D'Agustino, Public Defender, introduced the new Chief Deputy Public Defender Tehanita Taylor.

C) Wendy Breckon, Vacaville, commented on noticing and processes of labor MOUs and projects placed on the agenda.

D) Donald Tipton, unincorporated Vallejo, commented on funding of the lighting district, Greater Vallejo Recreation District and Vallejo Sanitation & Flood Control District appointments, the garbage contract for his area and on homeless issues.

E) George Guynn, Jr., Suisun City, commented on labor MOUs, retirement packages and responsibility of nonprofits to take care of the homeless.

F) Ericka Erickson, Program Manager for Children's Network of Solano, invited the Board and public to participate in the upcoming census and commented on the importance of counting children.

G) Alicia Minyen, Vacaville, commented on strategic plans and the need for public and lower level employee input and monitoring on the next strategic plan for the County.

County Administrator Birgitta Corsello provided information on the process and activities of labor negotiations, noting that the County posted information on its web site during the process. She then provided information relating to pensions and the budget.

H) Peter Fuller, Vacaville, commented on signage of the board meeting and placement of speaker cards and agendas.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for January 7, 2020.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for January 7, 2020 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

Chairwoman Hannigan invited members of the public to address the Board on items listed on the Consent Calendar. The following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on minutes from the December 10, 2019 meeting relating to a request by the Chairwoman for a map of the East Vallejo Fire Protection District.

Chairwoman Hannigan advised that she had not yet received the requested map.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Vasquez, seconded by Supervisor Sperring, the Board approved the following Consent Calendar items by 5-0 vote.

CONSENT CALENDAR

5 [20-29](#) Approve the minutes of the Solano County Board of Supervisors meeting of December 10, 2019

Attachments:

[A - Minutes - December 10, 2019](#)
[Approved Minutes - December 10, 2019](#)
[Minute Order](#)

Approved

- 6 [19-1006](#) Adopt a resolution approving Resolution No. 2017-05 of the Maine Prairie Water District that consolidates the elections of its governing body with statewide general elections, which will move the current election dates from odd-numbered years to even-numbered years, beginning in 2022

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

Adopted

Enactment No: Resolution 2020-3

- 7 [20-33](#) Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 14 - Correctional Supervisors represented by Teamsters Union, Local 856, AFL-CIO

Attachments: [A - Resolution](#)
 [B - Unit 14 MOU](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution No. 2020-4

- 8 [20-7](#) Approve the Membership Certification Statement of the Solano County Local Child Care Planning Council

Attachments: [A - Membership Certification](#)
 [Executed Membership Certification](#)
 [Minute Order](#)

Approved

- 9 [19-1005](#) Adopt a resolution amending the List of Numbers and Classifications of Positions to delete a 1.0 Full Time Equivalent Deputy Compliance & Quality Assurance Manager and to add a 1.0 FTE Compliance and Quality Assurance Analyst

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

Adopted

Enactment No: Resolution No. 2020-5

- 10** [19-1002](#) Approve a \$2,536,930 revenue Memorandum of Agreement with the City of Rio Vista for the Sheriff's Office to provide law enforcement services for the period of February 1, 2020 through January 31, 2021 with the option to renew; Authorize the County Administrator, with County Counsel concurrence, to execute the Memorandum of Agreement and any future amendments including changes to terms and conditions and/or scope of services that remain within 20% of the total contract amount not to exceed \$75,000; Adopt a resolution amending the List of Numbers and Classifications of Positions to add 1.0 FTE Lieutenant-Sheriff, 2.0 FTE Sergeant-Sheriff, and 9.0 FTE Deputy-Sheriff; and Approve an Appropriation Transfer Request of \$1,057,054 to recognize unanticipated revenue from the City of Rio Vista and appropriations for providing law enforcement services in FY2019/20 (4/5 vote required)

Attachments: [A - Memorandum of Agreement](#)
 [B - Resolution](#)
 [Rio Vista PD Org Chart](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution No. 2020-6

- 11** [19-992](#) Adopt 2 resolutions nominating Cache Slough and the Dixon Agricultural Service Area as new Priority Conservation Areas and direct staff to submit these resolutions to the Association of Bay Area Governments and Metropolitan Transportation Commission for their adoption

Attachments: [A - Cache Slough Resolution](#)
 [B - Dixon Agricultural Service Area Resolution](#)
 [C - Link to the September 10, 2019 Board Item](#)
 [Executed Resolution Cache Slough](#)
 [Executed Resolution Dixon Ag SA](#)
 [Minute Order](#)

Adopted

Enactment No: Resolution No. 2020-7 and Resolution No. 2020-8

MISCELLANEOUS ITEMS

- 12** [20-2](#) Approve the appointment of Gary Vitali as a Director of the Collinsville Levee Maintenance District for a term to expire January 7, 2024

Attachments: [Item 12 Minute Order.pdf](#)

Approved

- 13 [19-991](#) Approve the appointments of Page Baldwin, Jr. and Mark Young as Trustees of Reclamation District No. 2084 for terms to expire at noon on December 1, 2023

Attachments: [A - Reclamation District No. 2084 Correspondence](#)
 [B - Call for Election Petitions](#)
 [C - Notice of No Election](#)
 [Minute Order](#)

Approved

REGULAR CALENDAR

- 14 [20-20](#) Receive a presentation of the 2019 Annual Report

Attachments: [A - Solano County 2019 Annual Report](#)
 [Minute Order](#)

County Administrator Birgitta Corsello introduced the item.

Chairwoman Hannigan and Ms. Corsello presented an overview of the County's 2019 Annual Report, including activities and accomplishments towards the County's goals to Improve Health and Wellbeing and on Responsible and Sustainable Land Use.

Ms. Corsello presented an overview of the County's activities and accomplishments towards the goals of Stewardship of Our Community and on Fiscal Responsibility.

Supervisor Vasquez commented on the role and responsibilities of county governments.

Received

- 15 [19-1000](#) Consider the following:

- A. Nomination and election of Chair
- B. Nomination and election of Vice-Chair
- C. Nomination and election of Chair Pro Tem
- D. Seating selection at the dais
- E. Presentation to outgoing Chair
- F. Remarks by Supervisors

Attachments: [Minute Order](#)

A. *Nomination and election of Chair*

On motion of Supervisor Spering, seconded by Supervisor Thomson, the Board elected Supervisor Hannigan as the Chair for 2020. So ordered by 5-0 vote.

B. *Nomination and election of Vice-Chair*

On motion of Supervisor Brown, seconded by Supervisor Spering, the Board elected Supervisor Brown as the Vice-Chair for 2020. So ordered by 5-0 vote.

C. Nomination and election of Chair Pro Tem

On motion of Supervisor Thomson, seconded by Supervisor Brown, the Board elected Supervisor Vasquez as the Chair Pro Tem for 2020. So ordered by 5-0 vote.

D. Seating selection at the dais

There were no changes to the seating at the dais.

E. Presentation to outgoing Chair

County Administrator Birgitta Corsello presented Supervisor Hannigan with a plaque of appreciation for her service as the Chair for 2019.

F. Remarks by Supervisors

Supervisor Spering commented on accomplishments of his office in 2019 and advised that he would be focusing efforts on relieving congestion on I-80, improvements to Route 37, mobility for seniors and disabled individuals, the Lake Water System, Solano360, targeting where differences can be made on homelessness, affordable housing for foster youth and consolidated fire services in the coming year.

Supervisor Brown commented on past activities and efforts on the Area Agency on Aging issues, and advised that she would be focusing efforts on weed abatement and dealing with Airbnb properties. She complimented staff on labor negotiations and the Board's ability to work together.

Supervisor Thomson commented on his efforts in the last year relating to assisting Rio Vista, homeless veterans and work done on the Delta Stewardship Council. He advised that he would be continuing to focus on homelessness in the coming year.

Supervisor Vasquez commented on focusing on the way in which to approach issues, and his office's efforts in the last year relating to the Kindness Campaign and the CDA Cares event at the fairgrounds. He advised that he would continue to work on agricultural sustainability in the upcoming year.

Chairwoman Hannigan thanked staff for their support of the Board meetings and provision of County business. She then commented on accomplishments and activities that her office partnered on with staff and various community agencies in 2019 to assist school children, help families, encourage health for seniors. She advised that she would be focusing on renewing the strategic plan and improving the County website in the coming year.

Approved

- 16 [19-1001](#) Consider Board of Supervisors' appointments to various boards, commissions and committees for 2020

Attachments: [A - 2020 Requested Appointments](#)
 [B - 2019 Appointment List](#)
 [C - Summary of Committees and 2019 Appointments](#)
 [Minute Order](#)

Chairwoman Hannigan advised that she would like to withdraw her request to be an alternate to LAFCO. She noted that Supervisor Vasquez had withdrawn his request to be removed from the Legislation Committee, however still wanted to be removed from the Land Trust appointment.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) Donald Tipton, unincorporated Vallejo, commented on appointments to the Greater Vallejo Recreation District Board and the Vallejo Flood & Wastewater District Board.

Chairwoman Hannigan asked if Mr. Tipton would like to be an alternate for the Vallejo Flood & Wastewater District. Mr. Tipton advised that he would.

On motion of Supervisor Spering, seconded by Supervisor Vasquez, the Board approved the appointment of Supervisor Brown as the primary to the Solano Land Trust and Donald Tipton, unincorporated Vallejo, as the alternate to the Vallejo Flood & Wastewater District. All other appointments remained unchanged. So ordered by 5-0 vote.

OTHER

- 17 [20-24](#) Hold annual meeting of the Board of Directors for the Solano County Facilities Corporation; and Elect new officers for calendar year 2020

Attachments: [A - Schedule of COPs](#)
 [Minute Order](#)

The minutes of the annual meeting of the Board of Directors for the Solano County Facilities Corporation and election of new officers are contained in the Minute Book of the Solano County Facilities Corporation.

- 18 [19-1003](#) Confirm selection of President and Vice-President of the East Vallejo Fire Protection District's Board of Directors

Attachments: [Minute Order](#)

On motion of Supervisor Hannigan, seconded by Supervisor Vasquez, the Board confirmed the selection of Chairwoman Hannigan as President and Supervisor Brown as Vice-President of the East Vallejo Fire Protection District's Board of Directors. So ordered by 5-0 vote.

19 **19-937**

Discussion continued from December 10, 2019 Board meeting regarding 6996 Leisure Town Road for potential emergency housing needs; The Property Owner has declined County request to extend the escrow and cancelled the purchase and sales contract; County staff recommends ending efforts to acquire the property and seeks further Board direction regarding addressing housing/shelter needs in the northern part of Solano County

Attachments: [A - Purchase Agreement](#)
[B - First Public Notice](#)
[C - Resolution for Land Purchase](#)
[D - Second Public Notice](#)
[E - Minute Order](#)
[F - 2019 PIT Homeless Census & Survey](#)
[December 10, 2019 Meeting Agenda Item](#)
[Minute Order](#)

County Administrator Birgitta Corsello introduced the item and advised that much had changed since the December 10, 2019 meeting. She noted that the property owner had declined the County's request to extend escrow and that staff had been advised by the real estate agent that the property owner was no longer interested in selling the property to the County. She then provided information on what the County was doing in other cities to provide housing and assistance services for homeless individuals and mental health patients. She advised that staff needed direction from the Board on how to proceed to meet mandates of finding locations to house the homeless in a community or city that was not supportive.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) George Guynn, Jr., Suisun City, commented on listening to the public and the responsibility of nonprofits to assist the homeless.

B) Arthur Kamman, Vacaville, commented on pursuing property inside of city limits instead of in the country and to let the Governor come up with a solution.

C) Bob Dunn, Vacaville, commented on his experience visiting the tiny shelter location in Yuba City and against putting a tiny shelter project in a neighborhood.

D) Jim Karnes, Vacaville, commented against putting a tiny shelter project in a neighborhood

E) Raquel Karnes, Vacaville, commented on the County's future considerations of locations, suggested having the public be a part of discussions and to allow an agency that already assists the homeless to expand if they needed to.

F) Curtis Costales, Vacaville, commented on allowing the public to participate in discussions and suggested using a transportation center as a location for the project.

G) Dietrich Gale, Vacaville, commented on the unpredictability of homeless individuals and against putting a tiny shelter project in a neighborhood.

H) Jim Hagerty, Vacaville, commented on sewage issues at the Leisure Town Property.

I) Dan Pinckard, Vacaville, commented on the efforts of the County to work on the homeless issue, against using tough sheds to house the homeless and suggested looking at vacant business or industrial property to use that would be big enough to provide all services to the homeless in one location.

K) John Dutcher, Suisun City, commented against using tough sheds to house the homeless.

L) Ron Haigler, Vacaville, commented against placing any homeless shelter in the same neighborhood on Leisure Town Road.

M) Beth Haigler, Vacaville, commented against placing any homeless shelter in the same neighborhood on Leisure Town Road, on public participation in locating a new location and the need to focus first on mental health issues.

N) Sarah Dunn, Vacaville, commented on other tiny home projects in other cities that were successful, transparency and noticing to the surrounding residents about a project.

O) Brandon Kline, Vacaville, commented on public input to the project and renewing public trust.

P) William Abeling, Vacaville, commented on using collaboration with the community to work out issues.

Q) Roy Stockton, Vacaville, commented on involving residents in discussions and transparency moving forward.

R) Alicia Minyen, Vacaville, commented on donations and commitments made for the tough shed project, creating a strategic working group to work on the project and solve the problems.

S) Peter Fuller, Vacaville, commented on successful programs in communities that helped individuals that were run by those individuals that had previously been in the program, funding these type of programs and transparency.

T) Wendy Breckon, Vacaville, commented on the California League of Cities Task Force efforts related to homelessness.

U) Terry Tucker, Dixon, commented on work with nonprofits that was being

done, against putting homeless out in the country or in a shelter, suggested creating a transition dormitory.

V) Isaac Rayevich, Vacaville, commented against using sheds to house the homeless, on treating the problem on an individual by individual basis and providing opportunities for individuals to get jobs.

W) David Pack, Vacaville, commented against using sheds to house the homeless, using community resources to resolve the issue.

X) Shannon Evans, Vacaville, commented on her experience with homelessness, treatment of homeless individuals and in support of forming a neighborhood citizen committee to work on the issue.

Y) Wojoln Yoo, Vacaville, commented on coming up with creative ways to resolve the issue at a reduced cost to taxpayers.

Supervisor Thomson commented on his meetings with neighbors in the area and on a recent newspaper article about the project. He then commented on commitments made for the tough sheds, noting that he would not give up on a tiny shelter project. He urged the public to contact his office if they had questions about anything and advised that no one from the audience had contacted his office yet about the issue. He noted that the homeless were living in deplorable conditions on the streets and that solutions needed to be found. Lastly, he read from the County's Federal Legislative Platform as it related to helping individuals.

Supervisor Sperring commented on his experience helping homeless individuals and advised that the Board had been discussing the homeless issues for a long time and was very transparent. He suggested that the Vacaville residents go to the city to demand that the city resolve the issue so that the County did not have to get involved. He then commented on the responsibility of the city to address its homeless issue and noted that the County was willing to be a partner to resolve the issue.

Supervisor Brown commented on the Mental Health Advisory Board's efforts to get legislation approved for a facility on Beck Avenue and noted that the business community was against the effort. She then advised that San Jose had a \$9 million dollar bond passed by voters to assist with their homeless project. She commented on voting in support of a measure to provide assistance to homeless students.

Supervisor Vasquez commented on the challenges of helping homeless individuals and advised that each city had to be accountable for its homeless population. He commented on the need to engage the entire community when looking at working on the homeless issue.

Chairwoman Hannigan commented on her past experience in Vallejo with

forming an MOU to work on homelessness. She advised that there needed to be places to address individual needs of the homeless and that there would always be those that did not want help. She commented in support of a taskforce and advised that it could not start until there was support from the City of Vacaville. She asked that staff reach out to the Vacaville council and mayor and work with them on the reality of homelessness in the city and that the County could not move forward on its own without support from the city.

Ms. Corsello advised that two board members had been meeting with two Vacaville city council members in the past and that staff and a board member had participated in the round table in Vacaville as well. She asked if the Board's direction was to enter into an MOU with the city of Vacaville.

Chairwoman Hannigan advised that there needed to be a collaboration and consensus with the city to come up with a menu of solutions and not just one solution.

Supervisor Thomson commented that the tiny sheds were to be a pilot program and that he did not want to abandon the homeless in Vacaville because the city did not want to do anything. He advised that he was open to any suggestions from the audience on what else could be done.

Supervisor Spering commented that he did not want to walk away from helping the homeless even if there was a lack of an understanding or agreement with the city. He asked that staff continue to look for a solution for the homeless individuals that could be helped.

Supervisor Vasquez commented that the County was looking to help those that were clients already in the community and that the County was mandated to take care of.

Chairwoman Hannigan noted that a potential agreement with the city could be to house the veterans and that she was hoping for better solutions moving forward.

The Board provided direction to staff to reach out to the City of Vacaville in an effort to develop a solution to the city's homeless population and directed that staff continue to look for a solution for the homeless individuals residing within the city that could be helped.

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chairwoman Hannigan invited members of the Board to make comments or reports on meetings. The following comments were received:

A. Supervisor Brown advised that she would still like the Micro Enterprise Home Kitchen Operation, status of veterans halls and the Public Safety Power Shutoff funding to be brought back before the board soon. She also requested that items on administrative remedies for code enforcement, Airbnb properties and banning of flavored tobacco products also be brought before the board.

Supervisors Hannigan and Vasquez advised that the flavored tobacco product ban may have already been addressed by the state.

B. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Arnold Arons, an active member of the Vacaville community.

C. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Verna M. Brewer, an active member of the Vacaville community.

D. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Wenoneh Marie Angier, an active member of the Vacaville community.

E. Supervisor Sperring requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Edward Lippstreu, Jr., an active member of the Fairfield community.

F. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Lorraine "Lori" Trull Mickelsen, an active member of the Vallejo community.

G. Chairwoman Hannigan requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Bryant E. Burleigh, an active member of the Vallejo community.

CLOSED SESSION

Chairwoman Hannigan advised that there was no need to have the Closed Session under Item 20.

20**[20-39](#)**

Conference with Legal Counsel - Potential Litigation: One case

Attachments: [A - Memorandum](#)

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 1:03 P.M. in memory of Arnold Arons, Verna M. Brewer, Wenoneh Marie Angier, Edward Lippstreu, Jr., Lorraine "Lori" Trull Mickelsen and Bryant E. Burleigh. Next meeting of the Solano County Board of Supervisors will be January 14, 2020 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Minutes - Draft Board of Supervisors

*Erin Hannigan (Dist. 1) Chairwoman
(707) 553-5363*

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

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

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

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

Tuesday, January 14, 2020

8:30 AM

Board of Supervisors Chambers

CALL TO ORDER

The Solano County Board of Supervisors met on the 14th day of January, 2020 in regular session in the Board of Supervisors' Chambers at the Solano County Government Center, 675 Texas Street, Fairfield, California at 8:31 A.M. Present were Supervisors Brown, Spering, Vasquez, Thomson and Chairwoman Hannigan. Chairwoman Hannigan presided. Also present were County Administrator Birgitta E. Corsello and County Counsel Bernadette S. Curry.

ROLL CALL

Erin Hannigan, Monica Brown, James P. Spering, John M. Vasquez and Skip Thomson

CLOSED SESSION

The Solano County Board of Supervisors recessed to Closed Session at 8:32 A.M. to discuss the following matters:

- 1 [20-49](#) Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Georgia Cochran, 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)

Conference with Legal Counsel - Existing Litigation: County of Solano v. Dept of Water Resources, et al., Sacramento case no. 34-2019-80003113

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

RECONVENE

This meeting of the Solano County Board of Supervisors reconvened at 9:00 A.M. All members were present and Chairwoman Hannigan presided.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

County Counsel Bernadette Curry advised that by a unanimous vote, the Board had authorized the dismissal of the lawsuit, County of Solano v. Dept of Water Resources, et al., Sacramento case no. 34-2019-80003113, subject to execution of a Memorandum of Understanding (MOU) with the Department of Water Resources. She noted that the lawsuit would be dismissed within 15 days of the execution of the MOU.

Department of Water Resources (DWR) representative Mike Roberts commented on the litigation and proposed MOU and thanked the County for working collaboratively in seeking a resolution.

Supervisor Thomson commented on the process and outcome of negotiations with the DWR and recognized County Counsel staff for their efforts.

Supervisor Vasquez commented on the process and outcome of negotiations with the DWR and thanked staff for their efforts.

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

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

PRESENTATIONS

- 2 [20-5](#) Approve and present a plaque of appreciation honoring Cynthia Sottana, Employment and Eligibility Services Manager, upon her retirement from the Department of Health and Social Services with over 11 years of dedicated public service to Solano County (Supervisor Brown)

Attachments: [Minute Order](#)

On motion of Supervisor Brown, seconded by Supervisor Thomson, the Board approved and presented a plaque of appreciation honoring Cynthia Sottana, Employment and Eligibility Services Manager, upon her retirement from the Department of Health and Social Services with over 11 years of dedicated public service to Solano County. So ordered by 5-0 vote.

ITEMS FROM THE PUBLIC

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

A) Director of General Services Megan Greve introduce new Real Estate Agent Dale Eyeler.

B) John Takeuchi, Fairfield, commented that the County and cities needed a museum to display the history of the area and suggested turning the old courthouse into a museum.

Chairwoman Hannigan commented on the County's historical records and museums in Vallejo and Vacaville.

Supervisor Vasquez noted that the Vacaville museum was the center for the historical museum for the county and provided a history of discussions and actions taken concerning the old courthouse building in Fairfield.

C) Dennis Allen, Fairfield, thanked the Board for placement of the POW-MIA flag in the board chamber and commented on taxes, in opposition to ACA 1 on the upcoming ballot and noted that the veterans hall in Vacaville had a roof leak.

Chairwoman Hannigan advised that a work order would need to be submitted and that staff would follow up on the matter.

D) George Guynn, Jr., Suisun City, commented on homeless housing in residential areas and how money is spent on transportation.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions to or deletions from the Solano County Board of Supervisors' agenda for January 14, 2020.

APPROVAL OF THE AGENDA

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the agenda of the Solano County Board of Supervisors for January 14, 2020 as submitted. So ordered by 5-0 vote.

PUBLIC COMMENT ON CONSENT CALENDAR

Chairwoman Hannigan invited members of the public to address the Board on items listed on the Consent Calendar. There were no public speakers.

APPROVAL OF THE CONSENT CALENDAR

On motion of Supervisor Vasquez, seconded by Supervisor Brown, the Board approved the following Consent Calendar items by 5-0 vote.

CONSENT CALENDAR

- 3 [20-59](#) Adopt a resolution recognizing Monday, January 20, 2020 as Martin Luther King Jr. Day, a day to express our heartfelt appreciation of Dr. King and to honor his legacy as a man of determination, dignity, honor and strength
- Attachments:* [A - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)
- Adopted
- Enactment No: Resolution No. 2020-9
- 4 [20-26](#) Approve an agreement for \$794,000 with Status Electrical Corporation of British Columbia, Canada for the Juvenile Detention Facility Security System Upgrades Project at 740 Beck Avenue in Fairfield; and Authorize the County Administrator or designee to execute the agreement and any amendments within the approved project budget
- Attachments:* [A - Contract](#)
 [B - Budget Summary](#)
 [C - Bid Results](#)
 [Executed Contract](#)
 [Minute Order](#)
- Approved

5 **[20-34](#)**

Adopt a resolution recognizing The Center for Higher Purpose as meeting the necessary qualifications to offer Driving Under the Influence services as a new provider in Vacaville

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

Adopted

Enactment No: Resolution No. 2020-10

6 **[20-32](#)**

Adopt a resolution to amend the List of Numbers and Classifications of Positions to add 1.0 FTE Deputy District Attorney V and delete 1.0 FTE Deputy District Attorney IV

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

Adopted

Enactment No: Resolution No. 2020-11

7 **[20-6](#)**

Authorize the Director of Resource Management to solicit bids, award, and execute up to \$4,110,000 for various Public Works construction and consultant contracts for the 2020 construction season

Attachments: [A - Location Maps](#)
 [Minute Order](#)

Approved

8 **[20-30](#)**

Authorize the Director of Resource Management, with County Counsel concurrence, to award and execute a \$851,776 construction contract with Gordon H. Ball, Inc. to replace two large culverts on Cherry Glen Road

Attachments: [Minute Order](#)

Approved

9 **[20-31](#)**

Adopt a resolution approving the formation of and participation in a subregion as part of the Association of Bay Area Governments' Regional Housing Needs Allocation process

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

Adopted

Enactment No: Resolution No. 2020-12

REGULAR CALENDAR

10 [20-25](#)

Consider approving the use of "Best Value" method of procurement of construction services for the Sheriff Hot Water and Main Jail Shower Replacement Projects; and Authorize the use of the proposed criteria to ensure the selection is conducted in a fair and impartial manner

Attachments: [A - Senate Bill No. 128 Best Value Procurement](#)
 [B - Best Value Process Summary - Sheriff Hot Water & Shower Replacement](#)
 [C - Request for Qualifications Evaluation](#)
 [Minute Order](#)

Assistant Director of General Services James Bezek introduced the item.

Capital Projects Manager Mark Hummel provided an overview of the item.

Chairwoman Hannigan invited members of the public to address the Board on this matter and the following comments were received:

A) George Guynn, Jr., Suisun City, commented on the project and on use of PLAs (Project Labor Agreements).

County Administrator Birgitta Corsello provided an explanation of the justification for using a Best Value method of procurement, noting that the facility was very old and that construction would need to take place while the jail was occupied and still operating. She advised that laborers would have to be very qualified and capable of working inside of a jail while it was still operating. She noted that the requirements for a PLA could be set aside while using the Best Value process.

Mr. Bezek advised that the item met the criteria for a PLA but that staff would bring that back to the Board for consideration.

Chairwoman Hannigan commented on the need for the project.

On motion of Supervisor Brown, seconded by Supervisor Spering, the Board approved the use of "Best Value" method of procurement of construction services for the Sheriff Hot Water and Main Jail Shower Replacement Projects; and Authorized the use of the proposed criteria to ensure the selection is conducted in a fair and impartial manner. So ordered by 5-0 vote.

11 [19-894](#)

Receive an informational presentation on the purpose and use of Solano County's Rule 20A credits and the status of credits available to Solano County; and Provide general direction to the Department of Resource Management regarding utilization of Rule 20A credits

Attachments: [A - Undergrounding Conditions](#)
 [Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

Engineering Manager Matt Tuggle provided an overview of the item.

Chairwoman Hannigan commented that PG&E should be working with counties and cities on undergrounding.

Mr. Tuggle continued to provide information on the Rule 20A Program, noting that it was not a matter of cash but of credits for the future.

In response to questions from Chairwoman Hannigan, Mr. Tuggle provided options for the Board's consideration relating to use of the credits and advised that there were no projects identified.

Mr. Emlen advised that staff would like Board's direction on projects to consider and could bring back a list of potential projects.

In response to questions from Supervisor Thomson, Mr. Tuggle provided information on swaps of credits. He then noted that staff had contacted the cities and had received a response from the City of Rio Vista that expressed an interest in using credits for undergrounding projects. Mr. Tuggle also commented on bankruptcy proceedings of PG&E.

Supervisor Brown commented on the need for underground utilities in Green Valley and along Benicia Road.

Supervisor Vasquez commented on the need for underground utilities for a left turn signal along Midway Road to turn in to the VA cemetery.

In response to a request from Chairwoman Hannigan, Mr. Tuggle provided information on the options of entering into terms of a new PUC agreement with PG&E and on the option of determining an underground utility district boundary. He also provided information on challenges of conducting a Rule 20A project and recommending looking at a project that has a narrow focus.

Chairwoman Hannigan commented on costs of projects and suggested looking at partnering with a city to share costs or to conduct a project on land the county already owned.

County Administrator Birgitta Corsello provided information on past work on Benicia Road and challenges of waiting on PG&E to move poles for widening of roads. She advised that this program was just one tool to use for projects and on the need to have the program credits folded into the Capital Improvement Program to allow staff to start looking at the CIP projects that could be considered for the program.

Chairwoman Hannigan commented that she did not want a project to be delayed because of PG&E not stepping up to do their part.

Mr. Emlen advised that staff needed direction from the Board on whether to retain credits and look at projects or to allow swaps of credits with the cities.

In response to a question from Supervisor Vasquez, Mr. Tuggle provided information on discussion with PG&E concerning box conversion for property owners.

Supervisor Thomson commented that it was too early to determine what to do with credits and made a motion to hold off, and in the meantime have staff go back and look at what the projects might be and incorporate them in with the transportation plan, look at how best to use the credits and leverage them. Supervisor Sperring seconded.

Supervisor Sperring requested that staff also look into alternative connections for solar projects and that it be referred to the legislative committee for follow up.

Mr. Emlen advised that staff was researching legal issues behind this matter as well.

On motion of Supervisor Thomson, seconded by Supervisor Sperring, the Board directed that it was too early to determine what to do with the Rule 20A credits, that staff go back and look at what the projects might be appropriate and incorporate them in with the transportation plan and that staff look at how best to use the credits and leverage them. So ordered by 5-0 vote.

Supervisor Sperring requested that staff also look into alternative connections for solar projects and that this topic be referred to the legislative committee for follow up.

12 20-10

Receive the annual report and Capital Improvement Plan for the English Hills Transportation Impact Fee Program for FY2018/19; and Conduct a Public Hearing to consider adoption of a resolution which approves the updated English Hills Transportation Impact Fee Area Capital Improvement Plan and authorizing expenditures of \$174,573 from the English Hills Area Road Improvement Reserve Account toward the Timm Road Improvement Project

Attachments: [A - English Hills Boundary Map](#)
 [B - Annual Report](#)
 [C - Capital Improvement Plan](#)
 [D - Fact Sheet](#)
 [E - Public Notice](#)
 [F - Resolution](#)
 [Adopted Resolution](#)
 [Minute Order](#)

Director of Resource Management Bill Emlen introduced the item.

Engineering Manager Matt Tuggle provided an overview of the item.

Chairwoman Hannigan opened the public hearing and invited members of the public to address the Board on this matter. There were no public speakers.

Mr. Emlen noted that there was a project expenditure for the Timm Road Project.

Chairwoman Hannigan closed the public hearing.

On motion of Supervisor Vasquez, seconded by Supervisor Thomson, the Board received the annual report and Capital Improvement Plan for the English Hills Transportation Impact Fee Program for FY2018/19; Conducted a Public Hearing and adopted Resolution No. 2020-13 approving the updated English Hills Transportation Impact Fee Area Capital Improvement Plan and authorizing expenditures of \$174,573 from the English Hills Area Road Improvement Reserve Account toward the Timm Road Improvement Project. So ordered by 5-0 vote.

Enactment No: Resolution No. 2020-13

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

Chairwoman Hannigan invited members of the Board to make comments or reports on meetings. The following comments were received:

A. Supervisor Sperring requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Fred Barnes, an active member of the Fairfield community.

B. Supervisor Vasquez announced that he would like to call a meeting of the Vacaville-Dixon Greenbelt in order to discuss repairing the two Greenbelt signs.

C. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Joseph "Joe" Foti, an active member of the Vacaville community.

D. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of James Michael Lydon, an active member of the Vacaville community.

E. Supervisor Vasquez requested that this meeting of the Solano County Board of Supervisors be adjourned in memory of Senior Grand Master Alan Reyes, an active member of the Vacaville community.

F. Chairwoman Hannigan read highlights from the Governor's January 2020 budget.

ADJOURN:

This meeting of the Solano County Board of Supervisors adjourned at 10:17 A.M. in memory of Fred Barnes, Joseph "Joe" Foti, James Michael Lydon and Senior Grand Master Alan Reyes. Next meeting of the Solano County Board of Supervisors will be January 28, 2020 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, California.

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By _____
Jeanette Neiger, Chief Deputy Clerk

SOLANO COUNTY FACILITIES CORPORATION, INCORPORATED

January 7, 2020

The Solano County Board of Supervisor's met in its ex-officio capacity as the Solano County Facilities Corporation on this day in regular session. All members were present.

Agenda Item No. 17
Appointment of Officers

On motion of Supervisor Hannigan, seconded by Supervisor Thomson, the Board approved the appointment of the following as officers of the Solano County Facilities Corporation, Incorporated for calendar year 2020 as outlined in the Agenda Submittal from General Services dated January 7, 2020, incorporated by this reference:

President	-	Erin Hannigan
Vice-President	-	Monica Brown
Director	-	John M. Vasquez
Director	-	Jim Spering
Director	-	Skip Thomson
Secretary	-	Birgitta E. Corsello
Fiscal Officer	-	Phyllis Taynton

So ordered by 5-0 vote.

ADJOURN – As the business was completed, the Board of Directors adjourned to continue the regular meeting of the Board of Supervisors.

ERIN HANNIGAN, President

BIRGITTA E. CORSELLO, Secretary

By _____
Jeanette Neiger, Deputy Secretary



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Meeting Attendance Report	Department:	Clerk of the Board of Supervisors
File #:	20-82	Contact:	Jeanette Neiger, 784-6125
Agenda date:	01/28/2020	Final Action:	
Title:	Receive and file the Meeting Attendance Reports from the members of the Board of Supervisors		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Appointment List		

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

DEPARTMENTAL RECOMMENDATION:

Receive and file the Meeting Attendance Reports for the month of December 2019 from the members of the Board of Supervisors.

SUMMARY:

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

The Meeting Attendance Reports for December 2019, submitted by the Supervisors or their staff on their behalf, are on file with the Clerk of the Board and available for public inspection. These reports are also available for review in the public agenda packet binder during Board meetings. This report is submitted on a monthly basis to reflect the meeting attendance from the previous month.

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

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

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

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
NATIONAL													
NACO		Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year					
REGIONAL/STATE													
ABAG Executive Board	Fred Castro, Clerk of the Board (415) 820-7900	Primary	Alternate				Jun. 26, 2018	June 30, 2020	Board every 2 months, 3rd Thurs. 7 p.m.	\$150	\$0-\$1,000	Yes	
ABAG General Assembly	Fred Castro, Clerk of the Board (415) 820-7901	Primary	Alternate				Jun. 26, 2019	June 30, 2020	Twice a year	No		No	
ABAG Regional Planning Committee	Miriam Chion (415) 820-7900		Primary				Jan. 7, 2020	1 year	1st Wed. alternative months 1 p.m. - 3 p.m.	\$150	\$0-\$1,000	No	
Bay Area Air Quality Management District (BAAQMD). Term ends January 2021	Marcy Hiratzka (415) 749-5073			Primary			Jan. 7, 2020	4 years	1st and 3rd Wed., 9:45 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
BAAQMD Sub Committees	Marcy Hiratzka (415) 749-5073			Primary			Jan. 7, 2020	4 years	9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Conservation and Development Commission	Lawrence Goldzband (415) 352-3653			Primary	Alternate		Jan. 7, 2020	1 year	1st & 3rd Thurs., 1 p.m.	\$100	\$2,000-\$3,000	Yes	
California Fairs Financing Authority	Becky Bailey-Findley (916) 263-6160				Primary		Jan. 7, 2020	1 year	Quarterly	No		Yes	
CASA the Committee to House the Bay Area Legislative Task Force (MTC/ABAG)	Fred Castro, Clerk of the Board (415) 820-7901				Primary		Mar. 12, 2019	1 year	Monthly	No		No	
CSAC, Board of Directors	Graham Knaus, Executive Director (916) 327-7500 ext. 545	Primary	Alternate				Jan. 7, 2020	1 year	2/16, 5/18, 9/7, 11/30	No		No	
Delta Conservancy Board	Jessica Adel (916) 375-4022				Alternate	Primary	Jan. 7, 2020	2 years	4th Wed. alternate months beginning Jan. 9 a.m. - 12 p.m.			Yes	
Delta Counties Coalition	Roberta Goulart 784-7914				Alternate	Primary	Sept. 11, 2018	1 year	As Needed	No		No	
Delta Protection Commission	Shelley Eckler (916) 375-4800				Alternate	Primary	Jan. 7, 2020	1 year	Every other month	No		Yes	
Delta Stewardship Council (appointment required only when Supervisor is appointed as the Chair of the Delta Protection Commission)	Jessica Pearson (916) 445-4500						Jan. 7, 2020	2 years	4th Thurs. (and often Friday) of the month			Yes	
Marin Clean Energy JPA Board of Directors	Darlene Jackson, (415) 464-6032		Alternate		Primary		Apr. 9, 2019	1 year	3rd Thursday of the month at 7 p.m.	No		Yes	
Northern California Counties Tribal Matters Consortium	Nancy Huston 784-6107	Alternate			Primary		Jan. 7, 2020	1 year	As Needed			No	
Yolo Bypass/Cache Slough Complex MOA	Roberta Goulart 784-7914				Alternate	Primary	May 1, 2018	1 year	As Needed	No		No	
Yolo-Solano Air Quality Board	Denise Almaguer (530) 757-3675		Primary	Alternate	Primary	Primary	Jan. 7, 2020	1 year	2nd Wed., 9 a.m.	\$100	\$1,001-\$2,000	Yes	
4 C's	Matthew Davis 784-6111	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	1/12, 3/9, 5/11, 8/10, 11/9 @ 7 p.m.	No		Yes	
4 C's Joint Steering Committee * Vice Chair of 4C's and Chair of Board of Supervisors	Matthew Davis 784-6111	Primary			Primary		Jan. 7, 2020	1 year	As Needed	No		Yes	
REGIONAL/STATE - OTHER													
Metropolitan Transportation Commission (MTC) <i>(Appointment to MTC is through nomination by the Mayor's City Selection Committee and affirmed by the Board of Supervisors every four years)</i>	John Goodwin, Assistant Director (415) 778-5262			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$2,000-\$3,000	Yes	
Bay Area Toll Authority (BATA) (MTC Member)	Andrew Fremier, Deputy Director (415) 778-5240			Primary			Dec. 4, 2018	4 years	4th Wed., 9:30 a.m.	\$100 + tolls & milage	\$1,001-\$2,000	Yes	

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Napa/Solano Area Agency on Aging Oversight Board	Joyce Goodwin, 784-8203	Alternate	Primary				Nov. 6, 2018	4 years	TBD	No		Yes	
Service Authority for Freeways & Expressways (SAFE) (MTC Member)	Ross McKeown (415) 778-5242			Primary			Dec. 4, 2018	4 years	As Needed	\$100 + tolls & milage	\$0-\$1,000	Yes	
COUNTYWIDE													
Community Action Partnership (CAP) Solano JPA Tripartite Advisory Board	Debbie Vaughn 784-8401	Primary					Jan. 7, 2020	2 years	As Needed	No		No	
East Vallejo Fire Protection District	Magen Yambao 784-1969	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	Quarterly	No		Yes	
First 5 Solano Commission	Megan Richards 784-1335	Primary					Jan. 7, 2020	1 year	1/10, 3/7, 4/4, 6/6, 8/8, 10/3, 10/21, Retreat 10 a.m. - 3 p.m., 12/5	\$100	\$0-\$1,000	Yes	
In-Home Supportive Services Public Authority	Teri Ruggiero 784-8803	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	Jan., Mar., Apr., Jun., Aug., Oct., Nov., 3rd Mon. 2 p.m. - 4 p.m.			Yes	
Juvenile Justice Coordinating Council	Christopher Hansen 784-4803	Primary					Jan. 7, 2020	1 year	As Needed	No		No	
LAFCO	Michelle McIntyre 439-3897 Rich Seithel 439-3898			Primary	Primary	Alternate	Jan. 7, 2020	1 year	2nd Mon. of even numbered months, 1:30 p.m.	\$100	\$0-\$1,000	Yes	
Law Library Board of Trustees	Bonnie Katz 784-1502				Primary		Jan. 7, 2020	1 year	Monthly	No		No	
Mental Health Advisory Board	Marisol Lopez 784-8336		Primary				Jan. 7, 2020	1 year	3rd Tues. of the month with exception of July 4:30 p.m. - 6 p.m.	No		Yes	
Remote Access Network Board	Angelica Russell 784-7064					Primary	Jan. 7, 2020	1 year	Last Thurs. in Feb., or Mar. & Oct. 10 a.m.	No		No	
Solano Children's Alliance	Ronda Kogler 421-7229		Primary				Jan. 7, 2020	4 years	1st Wed., 12 p.m.	No		No	
Solano County Farmbudsman Program	Chris Rogers 784-8461				Primary		Feb. 26, 2019	1 year	Quarterly	No		No	
Solano Economic Development Corp.	Pat Uhrich 864-1855	Primary			Alternate		Jan. 7, 2020	1 year	1/12, 3/9, 5/11, 7/13, 9/14, 11/9 @ 9 a.m.	No		No	
Solano Facilities Corporation	Megan Greve, 784-7900	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	As Needed	No		Yes	
Solano Land Trust	Nicole Byrd 432-0150 ext. 210		Primary				Jan. 7, 2020	1 year	1st Wed. @ 5:30 p.m.	No		Yes	
Solano Open Space (formerly Tri-City & County Cooperative Planning Group)	Resource Management Matt Walsh 784-3168	Alternate	Primary				Jan. 7, 2020	1 year	Quarterly	No		Yes	
Solano Transportation Authority	Johanna Masiclat 424-6008	Alternate		Primary			Jan. 7, 2020	1 year	2nd Wed., 6 p.m.	\$100	\$1,001-\$2,000	Yes	
Solano Subbasin Groundwater Sustainability Agency Board of Directors (Dist. 4 & 5 permanent primaries. Alternate Board member appointed annually)	Misty Kaltreider 784-3311			Alternate	Primary	Primary	Jan. 7, 2020	Alternate 1 year	2nd Thurs., each month @ 5 p.m.	No		Yes	
Solano Water Authority	Natasha Montgomery 455-4080			Primary	Alternate		Jan. 7, 2020	1 year	As Needed	No		Yes	
Solano County Blue Ribbon Commission on Children in Foster Care	Sara Jones 207-7619	Primary					Jan. 7, 2020	1 year	As Needed	No		No	
Solano County Consolidated Oversight Board (effective July 1, 2018) Public Member: Jerry Wilkerson	Jeanette Neiger 784-6125			Primary		Alternate	Mar. 13, 2018	1 year	TBD	No		Yes	
Solano County Water Agency	Katherine Ashley 455-1100	Primary	Primary	Primary	Primary	Primary	Jan. 7, 2020	1 year	2nd Thur., 6:30 p.m.	100 + milage	\$1,001-\$2,000	Yes	
Solid Waste Independent Hearing Panel	Jag Sahota 784-3308				Primary		Jan. 7, 2020	1 year	As Needed	\$100	\$0-\$1,000	Yes	
Travis Community Consortium	Stefan Chatwin, Fairfield City Manager 428-7400				Alternate	Primary	Jan. 7, 2020	1 year	As Needed			No	

2019 BOARD OF SUPERVISORS APPOINTMENTS

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

Committee	Contact Information	District 1 Supervisor Hannigan	District 2 Supervisor Brown	District 3 Supervisor Spering	District 4 Supervisor Vasquez	District 5 Supervisor Thomson	Appointment Date	Length of Term	Meeting Time	Compensation	Estimated Annual	Economic Interest Statement Required	
Vacaville-Fairfield-Solano Greenbelt Authority	Brian Miller 428-7446			Primary	Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Vallejo Flood & Wastewater District Alternate: Donald Tipton, public member	MJ Brown 644-8949	Primary					Jan. 7, 2020	1 year	2nd Tues. Jan. - July 6 p.m. - 7 p.m., 3rd Tues. Aug. 6 p.m. - 7 p.m., 2nd Tues. Sept. - Dec. 6 p.m. - 7 p.m.	\$100	\$1,001-\$2,000	Yes	
Winters Branch Library Financing Authority	Mark Fink (530) 666-8002				Primary	Primary	Jan. 7, 2020	1 year	As Needed	No		Yes	
BOARD OF SUPERVISORS COMMITTEES													
Area Agency on Aging Committee	Birgitta Corsello 784-6100		Primary	Primary			May 1, 2018	1 year	As Needed	No		No	
City of Vallejo Interagency Committee	Greg Nyhoff, City of Vallejo 648-4576	Primary	Primary				Jan. 7, 2020	1 year	As Needed	No		No	
Fair Governance Committee Inactive													
Health & Social Services & Family Justice Committee Inactive													
Historical Records Committee	Elissa DeCaro 447-0518		Primary			Primary	Jan. 7, 2020	1 year		No		No	
Lakes Water System Policy Committee	Misty Kaltreider 784-3311	Primary		Primary			Feb. 5, 2019	1 year	TBD	No		No	
Law & Justice Committee Inactive							Jan. 7, 2020	1 year	As Needed	No		No	
Legislation	Matthew Davis 784-6111	Primary			Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Military & Veterans Affairs Committee	Ted Puntillo 784-6590				Primary	Primary	Jan. 7, 2020	1 year	As Needed	No		No	
Public Art Committee	Megan Greve, 784-7900	Primary			Alternate		Jan. 7, 2020	1 year	As Needed	No		No	
Regional Park Committee	Resource Management Bill Emlen 784-6765	Primary			Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Senior Issues Committee	Jerry Huber 784-8400		Primary		Primary		Jan. 7, 2020	1 year	As Needed	No		No	
Solano 360 Implementation Committee	Nancy Huston 784-6107	Primary		Primary			Jan. 7, 2020	1 year	As Needed	No		No	
Transportation Land Use Committee	Resource Management Bill Emlen 784-6765			Primary	Primary		Jan. 7, 2020	1 year	As Needed	No		No	
University of California Cooperative Extension Capital Corridor Multi-County Partnership Leadership Advisory Committee	Morgan Doran 784-1317				Primary	Alternate	Jan. 7, 2020	1 year	As Needed	No		No	
TOTAL ASSIGNMENTS		26	21	22	33	20							
Updated 1-7-2020													



Solano County

675 Texas Street
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Agenda Submittal

Agenda #: 8 **Status:** Consent Calendar
Type: Non-County Contributions **Department:** Board of Supervisors
File #: 20-69 **Contact:** Monica Brown, 784-3031
Agenda date: 01/28/2020 **Final Action:**
Title: Authorize the County's contribution of \$5,000 from the General Fund contribution allocated to District 2 to benefit the following organizations: Benicia Panthers Band Boosters (\$750); Rodriguez High School Education Unit (\$750); Benicia Unified School District (\$1,750): \$250 to the High School Debate Team, \$750 to Robert Semple Elementary for school supplies for the teachers, and \$750 to Mary Farmer Elementary School for supplies for the teachers; Vallejo School District (\$1,000): \$500 to Glen Cove Elementary School and \$500 to Pennycook Elementary School, both for school supplies for teachers; Benicia Community Action Council (\$250); Eric Reyes Foundation (\$125); Kyle Hyland Foundation (\$125) and Humane Society of the North Bay (\$250)
Governing body: Board of Supervisors
District: District 2
Attachments:

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Brown requests that the Board of Supervisors authorize the County's contribution of \$5,000 from the General Fund contribution allocated to District 2 to benefit the following organizations: Benicia Panthers Band Boosters (\$750); Rodriguez High School Education Unit (\$750); Benicia Unified School District (\$1,750): \$250 to the High School Debate Team, \$750 to Robert Semple Elementary for school supplies for the teachers, and \$750 to Mary Farmer Elementary School for supplies for the teachers; Vallejo School District (\$1,000): \$500 to Glen Cove Elementary School and \$500 to Pennycook Elementary School, both for school supplies for teachers; Benicia Community Action Council (\$250); Eric Reyes Foundation (\$125); Kyle Hyland Foundation (\$125) and Humane Society of the North Bay (\$250)

SUMMARY/DISCUSSION:

Justification:

The Benicia Panthers Band Boosters is a 501(c)(3) nonprofit that raises money for middle school and high school music in Benicia schools. The Rodriguez High School Education Unit is a 501(c)(3) nonprofit that raises money for Rodriguez High School extracurricular activities. The Eric Reyes Foundation is a 501(c)(3) nonprofit that works against gun violence. The Kyle Hyland Foundation is a 501(c)(3) that provides support to young people in Benicia. The Humane Society of the North Bay is a 501(c)(3) nonprofit that provides services to animals.

Guidelines for Grant Funding Requests:

During the 2019/2020 Budget Hearings, the Board appropriated \$25,000, \$5,000 to each supervisorial district, to allow Board members to support community service programs. The Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

- 1) Each supervisor must submit the proposed expenditure to the County Counsel and the Auditor/Controller for initial review.
- 2) The Board must approve the expenditure by a majority vote.
- 3) The Board must determine that the expenditure is for a public purpose.
- 4) The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.
- 5) To ensure accountability, all expenditures are subject to periodic audit by the Auditor/Controller; and
 - a) If the recipient provides an activity, program or service ("activity"), it shall provide an activity report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.
 - b) If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

FINANCIAL IMPACT:

This expenditure is included in the District 2 FY2019/20 Adopted Budget. The costs associated with preparing the agenda item are nominal and absorbed by the District 2 FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to authorize this expenditure. However, this is not recommended as this item is consistent with Board policy.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the County Administrator's Office, County Auditor-Controller's Office and County Counsel.



Solano County

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Agenda Submittal

Agenda #: 9
Type: Non-County Contributions
File #: 20-79
Agenda date: 01/28/2020
Status: Consent Calendar
Department: Board of Supervisors
Contact: John M. Vasquez, 784-6129
Final Action:
Title: Authorize the County's contribution of \$3,000 from the General Fund contribution allocated to District 4, to benefit the Vacaville Heritage Council (\$1,000), the Pena Adobe Historical Society (\$1,000) and to the Sacramento Valley National Cemetery Honor Guard (\$1,000)
Governing body: Board of Supervisors
District: District 4
Attachments:

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Vasquez requests that Board authorize the County's contribution of \$3,000 from the General Fund contribution allocated to District 4, to benefit the Vacaville Heritage Council (\$1,000), the Pena Adobe Historical Society (\$1,000) and to the Sacramento Valley National Cemetery Honor Guard (\$1,000).

SUMMARY/DISCUSSION:

Justification: The groups identified by District 4 for its non-county contribution allocation are local non-profits or organizations that enrich Solano County either through educational programs or community support.

Vacaville Heritage Council: The Vacaville Heritage Council, established in 1969, is a non-profit historical archives and research organization specializing in local Solano County History. Staffed by volunteers, the Vacaville Heritage Council preserves information of Solano County's past, specializing in Vacaville's history. The Council works primarily with historic documents, maps, and photographs.

Pena Adobe Historical Society: As a nonprofit organization, the Peña Adobe Historical Society relies on charitable contributions to preserve, restore, and operate the historic Peña Adobe, California Historical Landmark #534 and the adjacent Mowers-Goheen Museum.

Sacramento Valley National Cemetery Honor Guard: The Sacramento Valley Honor Guard was founded in 2008 as a veteran's service organization which developed into a volunteer honor guard performing as many 10 services for fallen veterans each day. They primarily serve Sacramento Valley National Cemetery and travel other private cemeteries to bestow honors throughout Northern California.

Guidelines for Grant Funding Requests: During the 2019/20 Budget Hearings, the Board appropriated \$25,000, (\$5,000 to each supervisorial district), to allow Board members to support community service programs. The

Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

- 1) Each supervisor must submit the proposed expenditure to County Counsel and the Auditor/Controller for initial review.
- 2) The Board must approve the expenditure by a majority vote.
- 3) The Board must determine that the expenditure is for a public purpose.
- 4) The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.
- 5) To ensure accountability, all expenditures are subject to periodic audit by the Auditor/Controller; and
 - a) If the recipient provides an activity, program or service ("activity"), it shall provide an activity report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.
 - b) If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

FINANCIAL IMPACT:

The proposed non-county contribution expenditures are included in the District 4 FY2019/20- Adopted Budget. The costs associated with preparing this agenda item are nominal and absorbed by the District 4 FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve the non-county contribution expenditures proposed in this agenda submittal, however, that is not recommended as these funds are important to the preservation of the County's history and help honor our veterans and their loved ones.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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Agenda Submittal

Agenda #:	10	Status:	Consent Calendar
Type:	Non-County Contributions	Department:	Board of Supervisors
File #:	20-73	Contact:	Alexandra Winston, 784-6131
Agenda date:	01/28/2020	Final Action:	
Title:	Authorize the County's contribution of \$1,000 from the General Fund contribution allocated to District 5 to benefit Rebuilding Together, Solano County chapter		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson requests that the Board of Supervisors authorize the County's contribution of \$1,000 from the General Fund contribution allocated to District 5 to benefit Rebuilding Together, Solano County chapter.

SUMMARY/DISCUSSION:

Justification:

Rebuilding Together fills a pressing need in our communities. The rising cost of living and falling social service budgets have left some of our most vulnerable neighbors without the most basic of necessities, a warm, safe, and dry home.

The nation is facing enormous problems, many of which have reached crisis level. The low-income homeowners that Rebuilding Together serves are disproportionately affected by these issues. Homeownership is at an all-time high, especially among low to mid-income Americans, and the costs of owning and maintaining a home are growing exponentially. Healthcare costs are skyrocketing, leaving low-income citizens with less and less disposable income for home repairs and modifications.

Rebuilding Together focuses on the issues of homeownership, the elderly, the disabled, families with children, healthcare, and the rising federal deficit. By identifying the challenges associated with these issues we are well placed to face a problem with full understanding and to create real, sustainable solutions for the low-income homeowners we serve.

From June 2009 through November 2019, more than 12,000 Rebuilding Together volunteers have rehabilitated 40 homes for low-income homeowners (seniors/military/disabled) and held more than 50 community facility workdays in Solano County. Rebuilding Together has installed more than

2,200 smoke and 600 carbon monoxide alarms benefiting 750 mobile home residents. The estimated value of work is more than \$6,000,000.

Guidelines for Grant Funding Requests:

During the 2019/20 budget hearings, the Board appropriated \$25,000, \$5,000 to each supervisorial district, to allow Board members to support community service programs. The Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

- 1) Each supervisor must submit the proposed expenditure to the County Counsel and the Auditor/Controller for initial review.
- 2) The Board must approve the expenditure by a majority vote.
- 3) The Board must determine that the expenditure is for a public purpose.
- 4) The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.
- 5) To ensure accountability, all expenditures are subject to periodic audit by the Auditor/Controller; and
 - a) If the recipient provides an activity, program or service ("activity"), it shall provide an activity report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.
 - b) If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

FINANCIAL IMPACT:

This expenditure is included in the District 5 FY2019/20 Adopted Budget. The costs associated with preparing the agenda item are nominal and absorbed by the District 5 FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to authorize this expenditure. However, this is not recommended as this item is consistent with Board policy.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the County Administrator's Office, County Auditor-Controller's Office and County Counsel.



Solano County

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Agenda Submittal

Agenda #:	11	Status:	Consent Calendar
Type:	Report	Department:	Human Resources
File #:	20-78	Contact:	Marc Fox, 784-2552
Agenda date:	01/28/2020	Final Action:	
Title:	Receive the 2019 Annual Report of the Civil Service Commission		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - 2019 CSC Annual Report		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive the 2019 Annual Report of the Civil Service Commission.

SUMMARY:

Section III, Administration, Section 3.04 of the Civil Service Rules directs the Civil Service Commission to submit a report to the Board of Supervisors by each March 15th containing information and statistical data relating to the County employment, the personnel program and the activities of the Civil Service Commission. Attached is the 2019 Annual Report as adopted by the Civil Service Commission at its meeting of January 8, 2020.

FINANCIAL IMPACT:

There is no financial impact for receiving this report. All costs associated with compiling the data and producing the report are realized in Human Resources' Civil Service Commission's division FY2019/20 budget.

DISCUSSION:

The attached 2019 Annual Report of the Civil Service Commission details the Civil Service activities in the area of recruitment, employment, classification, Civil Service Rules amendments, appeals, and the formation or modification of bargaining units. For context, historical information also has been included.

ALTERNATIVES:

The Board could elect to not receive the Annual Report; however, this is not recommended as the adopted

Civil Service Rules require the Civil Service Commission to submit an annual report to the Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

The Director of Human Resources serves as the Executive Officer and the Secretary of the Civil Service Commission per the Civil Service Rules.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

2019 »»» ANNUAL REPORT CIVIL SERVICE COMMISSION »»»



Submitted by Marc Fox, Executive Secretary to the Commission
Approved by the Civil Service Commission on January 8, 2020

»» Introduction

The Civil Service Commission is responsible for the adoption and modification of the Civil Service Rules, the creation and modification of class specifications, and the hearing of appeals resulting from disciplinary actions or allegations of discrimination. In addition, the Commission also plays a role in employer-employee relations with respect to the formation or modification of bargaining units and representation elections.

Civil Service Rule 3.04 states:

Each year, on or before March 15, a report shall be prepared and submitted to the Board of Supervisors. The report shall contain information and statistical data relating to the County employment, the personnel program and the activities of the Civil Service Commission. The report may contain recommendations for action by the Board for improvement of the County's personnel program. The Personnel Director shall prepare a draft of the annual report and place it on the agenda for consideration by the Commission. The Commission shall make such changes as are appropriate and submit the report to the Board of Supervisors.

This is the 2019 Annual Report.

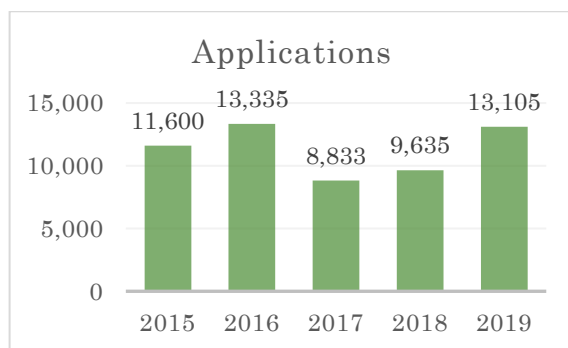
»» Recruitment Activity

During the 2019 calendar year, the Human Resources Department received 13,105 applications for 284 recruitments. This is compared to:

- 2018 in which 9,635 applications were received for 212 recruitments
- 2017 in which 8,833 applications were received for 224 recruitments
- 2016 in which 13,335 applications were received for 237 recruitments
- 2015 in which 11,600 applications were received for 216 recruitments

In February 2019, the Human Resources Department started conducting background investigations using the Department of Justice Live Scan system. In 2019, 479 Live Scans were completed, of which 207 were in-house.¹

As part of ongoing outreach efforts, the Human Resources Department participated in 23 job fairs, including events at Travis Air Force Base, Solano Community College, Solano Workforce Board (WIB), and local high schools.



¹ Live Scans were previously only conducted for positions within the District Attorney's Office, Health & Social Services Department, Probation Department, Department of Information Technology and the Sheriff's Office. Pending equipment installation, an outside vendor was initially utilized.

»» Classifications

Multiple classification reviews were conducted in 2018, resulting in recommendations regarding development of, or changes to, 24 classification specifications. Classifications reviewed resulted in the Civil Service Commission's approval of 15 new or amended classification specifications. The Director of Human Resources approved 9 new or amended classifications specifications for classifications not covered under the Civil Service. This is compared to:

- 2018 in which 22 classification specifications were approved and/or amended
- 2017 in which 38 classification specifications were approved and/or amended
- 2016 in which 36 classification specifications were approved and/or amended
- 2015 in which 18 classification specifications were approved and/or amended²

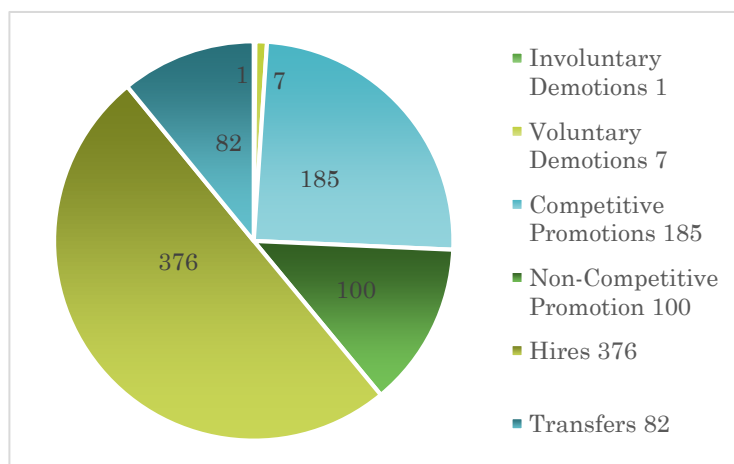
»» Employment Activity

The total number of positions filled during the 2019 calendar year was 651.³ This includes 185 employees who promoted competitively. This is compared to:

- 2018 in which 623 positions were filled and 139 employees promoted competitively
- 2017 in which 545 positions were filled and 137 employees promoted competitively
- 2016 in which 800 positions were filled and 126 employees promoted competitively
- 2015 in which 606 positions were filled and 149 employees promoted competitively

In addition, 100 employees promoted to a higher-level classification in a flexibly staffed classification. This is compared to:

- 2018 in which 104 employees were flexibly promoted
- 2017 in which 111 employees were flexibly promoted
- 2016 in which 130 employees were flexibly promoted
- 2015 in which 135 employees were flexibly promoted



No employees were laid off in 2019 and there were no laid off employees from 2018 to be rehired. This is compared to:

- 2018 in which 0 employees were laid off
- 2017 in which 0 employees were laid off, and 2 employees that were laid off in 2016 were rehired into limited term project positions
- 2016 in which 2 employees were laid off from limited term positions
- 2015 in which 2 employees were laid off, and 2 laid off employees are on a recall list

² 2015 includes data through 12/19/15. All other years include data through 12/31 of each year.

³ Excludes temporary Extra Help employees and non-competitive promotions.

»» Civil Service Rule Amendments

There was 1 Civil Service Rule amendment in 2019. This is compared to:

- 2018 in which there was 1 amendment
- 2017 in which there was 1 amendment
- 2016 in which there were 11 amendments
- 2015 in which there were 2 amendments

»» Formation or Modification of Bargaining Units

There were no requests for bargaining unit formation or modification in 2019. This is compared to:

- 2018 in which there were no formation or modification requests
- 2017 in which there were no formation or modification requests, but 2 modification requests submitted in 2016 were approved in January 2017
- 2016 in which there were 4 modification requests, with 2 requests withdrawn
- 2015 in which there was 1 modification request

»» Commission Appeal Hearings

There were 0 appeals requested and 0 hearings in 2019. This is compared to:

- 2018 in which there was 1 appeal requested and 1 hearing
- 2017 in which there was 1 appeal requested and 2 hearings (1 of which was requested in 2016)
- 2016 in which there was 1 appeal requested and 1 hearing (1 of which was requested in 2015)
- 2015 in which there were 2 appeals requested and 1 hearing

»» 2019 Solano County Civil Service Commission





Solano County

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Agenda Submittal

Agenda #:	12	Status:	Consent Calendar
Type:	Contract plus Resolution	Department:	Human Resources
File #:	20-85	Contact:	Marc Fox, 784-2552
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt a resolution approving a successor collective bargaining agreement between Solano County and Unit 11 - Psychiatrists, Physicians and Dentists represented by Union of American Physicians and Dentists (UAPD)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Unit 11 MOU		

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

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends that the Board of Supervisors adopt a resolution approving a successor collective bargaining agreement between the County and Unit 11 - Psychiatrists, Physicians and Dentists represented by Union of American Physicians and Dentists (UAPD).

SUMMARY:

The County and UAPD have an existing collective bargaining agreement which expired on October 23, 2019. Representatives from the County and UAPD have met and conferred in good faith regarding the terms for the successor collective bargaining agreement. The County and UAPD reached a total tentative agreement for the successor collective bargaining agreement, for a term through October 21, 2022. The employees represented by UAPD have ratified the terms of the successor collective bargaining agreement and the final step is the Board of Supervisors' approval.

FINANCIAL IMPACT:

Adoption of the new collective bargaining agreement for UAPD is projected to increase payroll costs by a total of \$3,098,390 during the term of the agreement (effective January 28, 2020 through October 21, 2022). Of this total cost, \$242,586 is during Fiscal Year 2019/20, \$843,415 is during Fiscal Year 2020/21, \$1,410,780 is during Fiscal Year 2021/22, and \$601,609 is during Fiscal Year 2022/23 (through October 21, 2022). Funding for this agreement is primarily offset with State and Federal funding. The performance incentive program is not included in this financial impact as the details of the program have not yet been finalized. The intent of the performance incentive program however, is to be offset by increased patient visits resulting in additional revenues.

The costs associated with preparing the agenda item are nominal and absorbed by the department's

FY2019/20 Adopted Budget.

DISCUSSION:

Representatives of the County and UAPD have met and conferred in good faith on the changes to the collective bargaining agreement on wages, hours and other terms and conditions of employment.

The positions covered under this contract are historically very difficult to recruit and fill. Equity adjustments for these positions to create more competitive salaries is necessary to recruit and retain staff for these positions.

The parties have agreed on the following changes:

1. **TERM OF THE AGREEMENT:** The collective bargaining agreement will be effective January 28, 2020 through October 21, 2022.
2. **WAGES:** During Fiscal Year 2019/20 employees receive a three percent (3%) wage increase effective February 9, 2020.

For Psychiatrist, Psychiatrist (Board Certified), and Psychiatrist (Child Board Certified), concurrent with the February 9th wage increase, receive an eight percent (8%) equity increase, for a total increase equal to eleven percent (11%).

For Clinic Physician, and Clinic Physician (Board Certified), concurrent with the February 9th wage increase, receive a four percent (4%) equity increase, for a total increase equal to seven percent (7%).

For Dentists, concurrent with the February 9th wage increase, receive a two percent (2%) equity increase, for a total increase equal to five percent (5%).

During Fiscal Year 2020/21 employees receive a three percent (3%) wage increase effective February 7, 2021.

For Psychiatrist, Psychiatrist (Board Certified), and Psychiatrist (Child Board Certified), concurrent with the February 9th wage increase, receive an eight percent (8%) equity increase, for a total increase equal to eleven percent (11%).

For Clinic Physician, and Clinic Physician (Board Certified), concurrent with the February 9th wage increase, receive a four percent (4%) equity increase, for a total increase equal to seven percent (7%).

For Dentists, concurrent with the February 9th wage increase, receive a two percent (2%) equity increase, for a total increase equal to five percent (5%).

During Fiscal Year 2021/22 employees receive a two percent (2%) wage increase effective February 6, 2022.

For Psychiatrist, Psychiatrist (Board Certified), and Psychiatrist (Child Board Certified), concurrent with the February 9th wage increase, receive an eight percent (8%) equity increase, for a total increase equal to ten percent (10%).

For Clinic Physician, and Clinic Physician (Board Certified), concurrent with the February 9th wage increase, receive a one percent (1%) equity increase, for a total increase equal to three percent (3%).

For Dentists, concurrent with the February 9th wage increase, receive a one percent (1%) equity

increase, for a total increase equal to three percent (3%).

During Fiscal Year 2022/23 employees receive a one percent (1%) wage increase effective August 7, 2022 and a one percent (1%) wage increase effective September 4, 2022.

Additionally, a Productivity Incentive Pay program will be established by the pay period beginning September 6, 2020, or as soon thereafter as practicable, providing Clinic Physicians and Clinic Physicians (Board Certified) to earn additional pay up to twelve percent (12%) of base quarterly earnings and Dentists to earn additional pay up to six percent (6%) of base quarterly earnings based on productivity.

3. **HEALTH INSURANCE/CAFETERIA PLAN:** The County receives health insurance through CalPERS' Public Employees' Medical and Hospital Care Act (PEMHCA, or PERS Health Program). The County's maximum premium contribution for health insurance/cafeteria plan is set at 75% of the PEMHCA Region 1 Kaiser Permanente family rate for benefits effective for 2020, 2021, and 2022.
4. **OTHER PAID HOLIDAYS:** Effective January 1, 2020 employees in Bargaining Unit 11 will receive the afternoon of December 24th (Christmas Eve Day) and December 31st (New Year's Eve Day) as paid holidays.
5. **OTHER ITEMS:**
 - Effective July 1, 2020, the County will increase the maximum tuition reimbursement from \$1,100 to \$2,000 per year.
 - Increased the life insurance from one times to one and one-half times the employee's annualized monthly wage with the maximum policy amount increased from fifty thousand (\$50,000) to three-hundred fifty thousand (\$350,000) dollars.
 - Increased the bilingual pay differential from \$65.00 per pay period to \$75.00 per pay period.
 - Provided a cash out option for up to forty (40) hours of vacation accruals annually.
 - Combined the continuing education allowance (\$2,000) and the professional association fees (\$550) and increased the cash payment to \$3,000 annually.

A copy of the collective bargaining agreement is attached. Some minor, non-substantive corrections were made to the collective bargaining agreement by the County and UAPD.

ALTERNATIVES:

The Board of Supervisors could elect to not adopt the collective bargaining agreement between the County and UAPD. However, this option is not recommended as the parties have met and conferred in good faith pursuant to the Meyers-Milius-Brown Act and have reached agreement, and the new agreement was negotiated within the parameters previously provided by the Board to the County's negotiating team. Additionally, employees represented by UAPD have ratified the terms for the collective bargaining agreement.

OTHER AGENCY INVOLVEMENT:

Negotiations of the collective bargaining agreement were through a collaborative effort by the County and UAPD.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE UNION OF
AMERICAN PHYSICIANS AND DENTISTS**

Whereas, the Union of American Physicians and Dentists (UAPD), represents the employees in Bargaining Unit 11 (Psychiatrist, Physicians and Dentists), within the County; and

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

Whereas, the County of Solano and UAPD having met and conferred in good faith reached a total tentative agreement on successor collective bargaining agreements for Unit 11; and

Whereas, the successor collective bargaining agreements have been ratified by the membership of UAPD and the Board of Supervisors is required to ratify the successor collective bargaining agreements.

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

1. Approve the Memorandum of Understandings with the UAPD for Unit 11.
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 January 28, 2020 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
EXCUSED:	SUPERVISORS	_____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

MEMORANDUM OF UNDERSTANDING

**UNION OF AMERICAN PHYSICIANS AND
DENTISTS, Unit #11**

and

COUNTY OF SOLANO

January 28, 2020 through October 21, 2022

Table of Contents

PREAMBLE	5
1. RECOGNITION	5
1.1 Union Recognition	5
1.2 County Recognition	6
2. TERM.....	6
3. UNION SECURITY AND RIGHTS	6
3.1 Agency Shop	Error! Bookmark not defined.
3.2 Union Dues and Services	6
3.3 Religious Exemption.....	Error! Bookmark not defined.
3.4 Payroll Deductions and Payover	7
3.5 Programming Fee.....	7
3.6 Indemnification	7
3.7 Exclusion of Employees	Error! Bookmark not defined.
3.8 Union Rights	7
4. COUNTY MANAGEMENT RIGHTS	10
5. SALARIES.....	10
5.1 Salary Ranges and Pay Date	10
5.2 Pay for New Employees.....	11
5.3 Salary Upon Reemployment	11
5.4 Performance Appraisal/Merit Increases within Range	11
5.5 Salary Upon Promotion.....	13
5.6 Not in use	13
5.7 Not in use	13
5.8 Not in use	13
5.9 Longevity Compensation	13
5.10 Working Out of Class	14
5.11 Changes in Salary Allocation.....	14
5.12 Overpayment and Underpayment	15
6. BENEFITS.....	17
6.1 Medical Insurance	17
6.2 Retiree Medical Insurance	17
6.3 Cafeteria Plan.....	17
6.4 Dental Insurance	19
6.5 Vision Insurance	19
6.6 Life Insurance	19
6.7 Deferred Compensation	20
6.8 Short Term Disability Insurance.....	21
6.9 Long Term Disability Insurance	22

6.10	Retirement.....	22
6.11	Social Security and Medicare	24
7.	SAFETY AND WORKERS' COMPENSATION.....	24
7.1	Safety	24
7.2	Workers' Compensation	24
7.3	Temporary Light Duty Assignments for Injured Employees	25
7.4	State Disability Insurance and Temporary Light Duty Assignment for Injured Employees	26
8.	INCENTIVES AND DIFFERENTIALS.....	27
8.1	Bilingual Pay Differential	27
8.2	Standby Pay Differential	28
9.	VACATION.....	29
9.1	Accrual	29
9.2	Notice to Department Heads	30
10.	SICK LEAVE	30
11.	LEAVE CONTRIBUTION PROGRAM.....	32
11.1	Eligibility for Leave Contribution Program.....	32
11.2	Benefits for the Leave Contribution Program.....	32
11.3	Guidelines for Donating Leave Credits to the Program.....	33
12.	BEREAVEMENT LEAVE	33
13.	OTHER LEAVES	34
13.1	Not in use	34
13.2	Not in use	34
13.3	Jury Duty.....	34
13.4	Not in use	35
13.5	Not in use	35
13.6	Military Leave of Absence.....	35
13.7	Leave of Absence Without Pay.....	36
14.	HOLIDAYS	37
15.	PROBATIONARY PERIOD	39
16.	LAYOFF	39
17.	FURLOUGHS	39
18.	DISCIPLINARY ACTION	41

19.	GRIEVANCES.....	42
19.1	Grievance Definition.....	42
19.2	Grievance Purpose	42
19.3	Grievance Steps	42
19.4	Scope of Adjustment Board and Arbitration Decisions.....	44
19.5	Compensation Complaints	44
20.	HOURS OF WORK AND OVERTIME.....	45
20.1	Hours of Work	45
20.2	Rest Periods	45
20.3	Overtime	46
20.4	Not in use	
20.5	Medical Advisory Committee.....	46
21.	NO STRIKE/NO LOCKOUT	46
22.	OTHER PROVISIONS	47
22.1	Licensing and Certification Fund.....	47
22.2	Mileage Reimbursement	47
22.3	Contracting Out.....	48
22.4	Malpractice	48
22.5	Professional Dispute Resolution	49
22.6	Continuing Education Hours.....	49
23.	SEVERABILITY	50
24.	FULL UNDERSTANDING.....	50
	Appendix A – Listing of Classifications.....	52
	Appendix B – Salary Schedule.....	53
	Appendix C – Not in use.....	55
	Appendix D – Regarding Payment of Enhanced Pension	56
	Appendix E – Closure of County Facilities to Achieve Cost Reductions.....	57

MEMORANDUM OF UNDERSTANDING

UNION OF AMERICAN PHYSICIANS AND DENTISTS – UNIT #11

PREAMBLE

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **UNION OF AMERICAN PHYSICIANS AND DENTISTS**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Representatives of the County of Solano and Union of American Physicians and Dentists, have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the Union of American Physicians and Dentists ("Union") and the County of Solano ("County") is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the County's Employer-Employee Relations Rules and Regulations, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred in any other County ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

1. RECOGNITION

1.1 Union Recognition

Solano County recognizes California Federation of the Union of American Physicians and Dentists (hereinafter designated as "Union") as the exclusive bargaining representation, as provided in Article 4 of the Solano County Employer-Employee Relations Rules and Regulations, for all employees in Representation Unit #11 who are incumbent in positions specified on the County Position Allocation List which are in the classifications listed below which is applicable only to such employees.

Unit #11, Psychiatrists, Physicians and Dentists

Classifications represented under this Agreement are identified in **Appendix A**.

1.2 County Recognition

The Union recognizes the Director of Human Resources or his/her designee as the County's designated representative for negotiations.

2. TERM

This Memorandum of Understanding shall be in effect January 28, 2020, except for those provisions of this Memorandum of Understanding which have been assigned other effective dates and shall remain in full until October 21, 2022.

3. UNION SECURITY AND RIGHTS

3.1 Union Dues and Services

- A. Employees may sign up for Payroll Deductions of Union dues with the Union. The Union will certify in a letter to the County Auditor Controller's Office, 675 Texas Street, Suite 2800, Fairfield, CA 94533-6342, that the Union has and will maintain authorizations, signed by the individual from whose salaries or wages the deductions are to be made. The dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until notification from the Union to the County to cease deduction. Dues deducted from employees' pay shall be remitted by the County to the Union.

Any Unit employee who has a dues deduction authorization form with the Auditor-Controller's Office as of June 27, 2018, shall be deemed to have signed up for union deductions unless:

1. The Union provides notice to the County to cease deductions for any such individual(s), in which case the County shall cease deductions for those individuals on the last day of the pay period following the County's receipt; or,
 2. The employee is transferred, promoted or demoted outside the bargaining unit or terminates employment. In such case, the deduction shall cease upon the last day of the last period following the transfer, promotion, or demotion of the employee to a non-UAPD bargaining unit.
- B. The County will provide a list of employees newly hired into the classifications represented by the Union on a monthly basis and allow participation in orientation as set forth in 3.5 (E).
- C. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the

pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

3.2 Payroll Deductions and Payover

The County shall deduct Union dues from employees' pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

- A. Dues deduction shall not be retroactive.
- B. The County will not deduct any Union fines or penalties from the pay of any employee.

3.3 Programming Fee

The Union shall reimburse the County for actual, reasonable and necessary costs of reprogramming in order to implement this agreement. Such costs shall not exceed the Union's share of such costs to be determined by dividing the total number of each Union's represented employees by the total number of County employees and by multiplying this quotient times the total cost.

3.4 Indemnification

The Union shall, at its sole expense, defend, indemnify, and hold harmless the County, its officers, employees, representatives, and agents from any and all claims, liabilities, actions, lawsuits, damages, or expenses arising out of the inclusion of the provisions of Section 3 of this agreement or the administration or enforcement thereof. The Union's obligation under this paragraph includes, but is not limited to, the employment and payment of qualified legal counsel to represent the exclusive interest of the County and such of its officers, employees, representatives and agents as may be necessary upon demand of any of same. Failure of the Union to comply with the provision of this paragraph after reasonable notice by County shall entitle County, at its option, and without further notice to the Union, to rescind the provisions of this agreement for unexpired term of any collective bargaining agreement.

3.5 Union Rights

A. Stewards

The Union may choose one person to conduct union business for a reasonable time, not to exceed 2 hours per pay period, with the approval of the immediate supervisor.

B. Use of County Facilities

The County agrees to grant the free use of County conference and meeting rooms to the Union, as provided by Section 10 (c) and (e) of the Solano County Employer-Employee Relations Rules and Regulations, provided such use is authorized by the County Administrator or his/her designee.

C. Meeting with Department Heads

The County agrees to periodic meetings between County Management and designated Union representatives for the purpose of discussing specific problems. Such meetings shall be held at such times and such frequency as are mutually agreed upon, and shall not be considered meet and confer.

D. Names and Classes of Employees

The County shall provide the Union with a list of all current Bargaining Unit #11 employees, including newly hired and recently separated employees, covered by this Memorandum of Understanding, on a monthly basis. Such lists shall include employees' names, home addresses, and if known, home emails, home phone numbers, classifications, dates of hire/separation, reason for separation and any other recent transactions i.e. transfers, promotions, leaves, provided that there is no change in court rulings or legislation.

E. Human Resources New Employee Orientation

The Recognized Employee Organization (Union) shall have access to employees as part of the Human Resources Department's new employee orientation as follows:

1. A representative of the Recognized Employee Organization (Union) shall be permitted thirty (30) minutes to meet with employees of the bargaining unit the New Employee Orientation conducted by Human Resources (HR).
2. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit.
3. The Union Representative shall advise the County ten (10) days prior to the scheduled HR New Employee Orientation if it will be meeting and presenting information to the employees. Failure to provide notice of its intent to present will result in the Union waiving its right to present at the meeting.

4. No later than two (2) days prior to any scheduled New Employee Orientation for which the Union has provided notice of its intention to present, the County shall provide a list to the Union that includes the names, and job titles of all new employees within the bargaining unit who are expected to attend the orientation.
5. If the Union representative is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
6. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.
7. The employees shall have the sole option to meet with the Union during this time or may take the time to review County policies or other materials as provided by the County associated with the new employee orientation.
8. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:15a.m.-9:30a.m., and s/he arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union representative arrives at 9:35a.m., s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.
9. The Union may provide copies of Union materials to employees within its bargaining unit during HR's New Employee Orientation. The Union is responsible for producing, copying and distributing materials to employee. If the Union Representative confirms its attendance at the meeting, this provision shall relieve the County from any other provision requiring the County to distribute Union materials.
10. The Union may discuss only the following topics during the new employee orientation:
 - a. The structure of the Union
 - b. How to contact the Union and/or Union stewards
 - c. Union's role in collective bargaining
 - d. Benefits of Union membership

11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
12. The provisions above in this Section shall not be subject to the grievance and arbitration procedure.

4. COUNTY MANAGEMENT RIGHTS

The County management rights are provided for in the Employer-Employee Relations Rules and Regulations (EERRR), Article 2, Section 3, and are incorporated herein by reference.

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The exclusive rights of the County also include, but are not limited to the right to direct its employees, to hire, promote, demote, transfer, assign, classify, layoff and retain employees in positions within the County, to take disciplinary action against its employees for proper cause, to determine the methods, means and personnel by which the County's operations are to be conducted, to determine its budget, organization, and merits, necessity and level of any activity or service provided to the public, and to take whatever action is necessary in emergency situations. The exercise of such rights shall not preclude employees or their representatives from consulting in advance with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

5. SALARIES

5.1 Salary Ranges and Pay Date

Salary ranges for classifications represented by the Union are listed in **Appendix B** of this Agreement. Employees shall be paid every other Friday.

- A. Effective the latter of pay period #7 (March 11, 2018 – March 24, 2018), or two pay periods following MOU adoption/imposition by all bargaining units of this provision, the pay date shall be moved by one week (e.g., from March 30, 2018 to April 6, 2018).
 1. Employees who desire to mitigate the effects of this pay date move may receive a one-time advance equal to five days of pay, to be paid with the first paycheck of the effective dates' pay period (e.g., March 30, 2018). In order to receive the advance, the employee must sign an agreement to pay back the advance over no more than 5 pay periods. Employees selecting this option must have, and maintain, 5 days of vacation or CTO (40-45 hours, depending on his/her schedule), until the advance is paid back in full. Employees who receive an advance and whose employment ends

prior to paying back the advance, shall have any amount owed deducted from his/her final paycheck.

5.2 Pay for New Employees

- A. New employees shall be appointed at the recruiting step of the salary range in effect for the particular class of position to which the appointment is made.
- B. The department head/appointing authority may authorize that a particular position be filled at step one, two or three, following guidelines issued by the Department of Human Resources. Requests for appointments at step four or five must be approved by the Director of Human Resources.

5.3 Salary Upon Reemployment

- A. A former employee, off probation at the time of separation, who is reemployed in the same class or in a lower class in the same series, within two (2) years, may upon the request of the head of the department in which they are being reemployed and approval of the Director of Human Resources or his/her designee, be appointed at some step higher than the recruiting step not to exceed one (1) step lower than the step they occupied at the time of their separation. Subsequent merit increase shall follow the normal time period progression between steps.
- B. A represented employee who voluntarily separates and:
 - 1. is subsequently reemployed in the same department in a represented position;
 - 2. begins work within a period of not more than 180 calendar days from the last day he or she previously actually worked for the County;
 - 3. completes a new probationary period; and
 - 4. either did not withdraw from PERS or “bought-back” his/her County PERS service credits, shall upon approval by the Director of Human Resources, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, step raise eligibility or any benefit other than vacation and longevity eligibility.

5.4 Performance Appraisal/Merit Increases

The overall performance appraisal will be conducted and signed by a licensed clinical supervisor or manager of the same clinical discipline. However, this does not preclude the department from receiving input from a non-discipline manager.

- A. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.
- B. The merit increase eligibility date for employees in regular positions shall be the first day of the pay period following completion of the number of full pay periods of service indicated as follows:

<u>After</u>	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range Steps	2	3	4	5

Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

Other than military leave, or workers' compensation leave, a leave-of-absence without pay exceeding seven (7) consecutive calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was on leave-of-absence without pay.

- C. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
- D. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed by the Director of Human Resources or his/her designee. The merit increase shall consist of one step on the salary schedule for the class. A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, then the employee's overall performance shall be assumed to be satisfactory and the employee shall receive, if available, a salary step increase effective on the scheduled date.
- E. The department head shall advise the Director of Human Resources and the Auditor-Controller in writing prior to the merit increase eligibility date whether the merit increase should be granted, denied or deferred. The recommendation must be supplemented by a completed performance evaluation which has been discussed with the employee. The merit increase shall consist of one step on the salary range for the class.

- F. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken.
- G. If, in the department head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the department head shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed 13. A merit increase may be deferred only once for any given step on the range for the class. A department head may reopen the matter by submitting another merit rating and recommendation. An employee's merit increase eligibility date shall not be changed by any deferment.
- H. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

5.5 Salary Upon Promotion

Any regular or probationary employee who is promoted to a position with a higher salary range shall receive the recruitment salary for the class or such higher amount as would constitute a five percent (5%) increase over the salary received prior to the promotion, not to exceed the top step of the new classification.

5.6 Not in use

5.7 Not in use

5.8 Not in use

5.9 Longevity Compensation

- A. All employees employed in regular or limited-term full-time positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a two and one half percent (2.5%) increase in compensation; employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one half percent (2.5%) increase in compensation (a total of 5%), additionally, after twenty-five (25) years of continuous full-time service, an additional two and a half (2.5%) percent increase in compensation (a total of 7.5%), after thirty (30) years of continuous full-time service, an additional two and one half percent (2.5%) increase in compensation (a total of 10%), and after thirty-five (35) years of continuous full-time service, an additional two and one

half percent (2.5%) increase in compensation (a total of 12.5%) over the rate for the class in which employed.

- B. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying for longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by reason of the longevity increase.

5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the third pay period of such assignment and continuing for the duration of such assignment.
- B. A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform all the work characteristics of a higher paying classification. With prior approval from the Director of Human Resources or his/her designee, a department head may assign an employee the duties of another position in a higher classification when the following requirements are met:
 - 1. The vacant position is specifically allocated to the department.
 - 2. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.

Such temporary assignment shall not be considered a promotion. That individual shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the range over the salary received prior to the assignment not to exceed the top step of the new range.

- C. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class range provided, however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

5.11 Changes in Salary Allocation

If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he/she was receiving in the range to which the class was previously assigned.

5.12 Overpayment and Underpayment

- A. This provision applies when the Auditor-Controller determines that an error has been made to the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions or accrued leaves to the correct rate. The Auditor-Controller shall give written notice to the employee of the error, which shall include the option to meet with the Auditor-Controller to discuss the over/underpayment. As used in this section:
1. "Earnings" means the biweekly rate of pay including additional pays, and differentials.
 2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
 3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
 4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
 5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
 6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 4. An alternative method mutually agreed upon by the employee and the Auditor-Controller.

- C. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- D. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- E. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll. The limit described in **G** of this section shall not apply to underpayments.
- F. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
- G. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor-Controller's initial written notice to the employee shall be deemed waived and not reimbursable.
- H. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- I. The provisions of this section apply only to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- J. Any disagreement concerning actions taken under this sub-section, may be referred to the grievance procedure contained in this MOU.

6. BENEFITS

6.1 Medical Insurance

Regular and limited term employees have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. The County's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMHCA.

6.2 Retiree Medical Insurance

All employees who have concurrently retired from the County and from the California Public Employees' Retirement System ("PERS") may participate in the PERS Health Insurance program at their own expense. The County shall contribute the MEC established by PERS.

6.3 Cafeteria Plan

- A. Effective with the coverage effective January 1, 2019, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2019 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective the first of the month following adoption of the collective bargaining agreement, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2021, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2022, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Additionally, effective the first of the month following adoption of the collective bargaining agreement, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, healthcare reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the

County contribution shall be used for health insurance premium conversion. The County contribution shall sunset at the end of the pay period which includes October 21, 2022.

- B. An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which s/he has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of \$334.58 per month.

- C. An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.
- D. A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.
- E. Health Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.
- F. Dependent Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

6.4 Dental Insurance

Regular or limited-term employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly dental care insurance premium rate on behalf of each regular or limited-term full-time employee and his/her eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing dental insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional dental insurance plans.

6.5 Vision Insurance

Regular or limited-term employees are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan on behalf of each regular or limited-term full-time employee and his/her eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing vision insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional vision insurance plans.

6.6 Life Insurance

Regular or limited-term employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following appointment with the County.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of fifty thousand dollars (\$50,000). Effective the first of the month following the adoption of the collective bargaining agreement, the basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half (1.5) times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of three-hundred fifty thousand dollars (\$350,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

The County pays one hundred percent (100%) of the life insurance premium on behalf of each regular or limited-term full-time employee. The County will pay a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours.

The County shall maintain the existing life insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional life insurance plans.

6.7 Deferred Compensation

- A. A Deferred Compensation Program as established by the Board of Supervisors is available to all employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference.
 - 1. To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of five dollars (\$5.00) per pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.
- B. 401(a) Plan
 - 1. Solano County shall make available a 401(a) plan for bargaining unit employees to contribute toward their retirement in accordance with limits set by the law. The parties shall meet within 60 days following the adoption of the MOU to discuss plan details. The plan design and conditions shall be in full compliance with IRS regulations. The UAPD shall not seek County Contributions toward this plan until October 23, 2023.

6.8 Short Term Disability Insurance

The State's Employment Development Department administers two programs for employees who need time off from work. Disability Insurance for time taken due to an employee's own non-work related illness or injury, and Paid Family Leave for time taken to care for a seriously ill family member, or to bond with a new child. For the purposes of this agreement, both programs will be referenced as State Disability Insurance (SDI).

The County participates in the State Disability Insurance program for employees represented by this bargaining unit, and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

- A. In the event a disability which is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI benefits.
- B. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving SDI for the period of time that he/she has and utilizes leave accruals to fully integrate or for the period of time he/she is on approved FMLA or CFRA leave, whichever period is longer.
- C. Employees receiving SDI will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting SDI benefits, the employee will earn prorated accruals based on actual hours worked.
- D. SDI benefits shall be integrated with accrued County leave as follows:
 - 1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which he/she is eligible.
 - 2. Employees' pay, including leave accruals and or SDI benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
 - 3. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly SDI benefits.

6.9 Long Term Disability Insurance

Employees represented by this bargaining unit do not participate in any County-sponsored long-term disability insurance program.

6.10 Retirement

- A. PERS Contract.
Subject to the terms of this subsection 6.10, the County will maintain its contract with the State Public Employees' Retirement System (PERS) and the benefits currently provided there under.
- B. PEPRA Tier.
The County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA tier."
- C. PEPRA Basic Retirement Formula.
For non-safety (miscellaneous) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of sixty-two (62) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.
- D. Disputes Over PEPRA.
If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in section 19. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.
- E. Pre-PEPRA Tier.
The County's contract with the Public Employees' Retirement System provides the Miscellaneous Retirement (2.7% @ age 55) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in 6.10.F below.
- F. Pre-PEPRA Tier 2
The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous Retirement formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection 6.10.E above. This provision applies to employees who are not

eligible under the County's contract with PERS to participate in the pension tier described in paragraph 6.10.E above and who are not required by law to participate in the PEPRA tier described in paragraph 6.10.C above.

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.
Members of the PEPRA Tier will contribute toward the PEPRA Tier an employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided by this MOU for members of the PEPRA Tier, whichever is greater. Such contribution will be made by payroll deduction.
2. Non-PEPRA Member Contribution.
Employees subject to the Pre-PEPRA formulas described in paragraphs 6.10.E and 6.10.F above contribute the entire applicable PERS member contribution by payroll deduction.
3. Employee Payment For Pre-PEPRA Formula Enhancement.
In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see Appendix D).
4. Pre-Tax Treatment PERS Member Contributions.
To the extent permitted by applicable law, employee contributions toward the Employee's PERS contribution made pursuant to this MOU will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

H. Employer Cost Sharing

1. Effective upon Union ratification and Board approval of the Memorandum of Understanding, the parties agree that employees shall share in the PERS employer rate increases for employer rate costs between 14%-16% as an additional employee deduction; however, the maximum employee contribution shall not exceed one-half of one percent (.5%) through and including September 27, 2014.

2. Effective September 28, 2014, the parties agree to equally share in PERS employer rate increases for employer rate costs between 14%-16%. The maximum employee contribution shall not exceed one percent (1%).

6.11 Social Security and Medicare

Employees represented by this bargaining unit have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

All employees represented by this bargaining unit participate in the Medicare program. The Medicare program requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

7. SAFETY AND WORKERS' COMPENSATION

7.1 Safety

The County shall expend every effort to ensure that the work performed under the terms and conditions of this Memorandum of Understanding is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

7.2 Workers' Compensation

- A. In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code section 3700 et seq., the County is insured for workers' compensation at no cost to the employee.
- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work related by the County, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with worker's compensation temporary disability benefits pursuant to Section I below.
- C. In the event that the County is unable to determine if the injury or illness is work related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave will be integrated in accordance with section B above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section G below.

- D. In the event where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- E. The county will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving Worker's Compensation for the period of time he/she has and utilizes leave accruals to fully integrate, or for the period of time he/she is on approved FMLA leave, whichever period is longer.
- F. Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Workers' Compensation temporary disability benefits.
- G. Sick leave may be used for any medical appointments due to work-related injury or illness.
- H. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and temporary disability benefits from Workers' Compensation.
- I. Workers' Compensation temporary disability benefits shall be integrated with accrued County leave as follows:
 - 1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporarily disability benefit amount and provide documentation of receipt for which he/she is eligible.
 - 2. Employees' pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
 - 3. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability.

7.3 Temporary Light Duty Assignments for Injured Employees

- A. If an assignment exists which the department head, in conjunction with the Director of Human Resources, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department:
 - 1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and

2. Who has the capability and qualifications to perform the temporary assignment.
- B. The remuneration will be the employee's regular salary.
- C. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks.
- D. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.
- E. After all industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided in Section 7.3 above.

7.4 State Disability Insurance and Temporary Light Duty Assignment for Injured Employees

- A. In the event of a disability which is non-industrial employees shall make timely application for State Disability Insurance temporary disability benefits.
- B. The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or for the period of time he/she is on approved FMLA leave, whichever is longer.
- C. Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will earn pro-rated accruals based on actual hours worked.
- D. State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:
 1. Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible.
 2. Employees' pay, including leave accruals or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and

longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.

3. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly State Disability Insurance temporary disability benefits.

E. Temporary Light Duty Assignments for Injured Employees

1. After all industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided in Section 7.3.

8. **INCENTIVES AND DIFFERENTIALS**

8.1 Bilingual Pay Differential

A. Eligibility

1. Any bilingual person employed in a designated public contact position, which has been assigned duties involving regular and frequent use of bilingual skills, shall be eligible to receive the additional compensation.
2. Regular and frequent use shall mean using the skill on the average of once per workday and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the Department and concurrence of the Director of Human Resources for unique circumstances.
3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Section.
4. The provisions of this Section shall be limited to those employees occupying permanent, probationary or limited-term full-time positions.
5. The provisions of this Section shall not apply to supervisory positions with the exception of working supervisors who spend at least fifty percent (50%) of their time in direct contact with the public.
6. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g., Spanish, Chinese, Filipino).

B. Bilingual Pay Differential

1. Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1,690.00 per year).

2. Effective beginning of the first pay period following adoption of the collective bargaining agreement, designated employees shall be eligible to receive additional compensation at the rate of \$75.00 per pay period (approximately \$1,950.00 per year).
3. Such compensation shall be effective the first day of the payroll period following certification by the Human Resources Department that the employee is eligible to receive the bilingual differential.

C. Termination of Bilingual Compensation

The bilingual differential allowance shall cease when any of the following occurs:

1. The employee terminates his/her employment with the County
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skills.
4. The employee is assigned to a position not requiring the bilingual ability.

An employee who is on leave-of-absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship the time worked during that pay period bears to eighty (80) hours.

D. Procedures for Requesting the Bilingual Differential Allowance

1. Recommendations for bilingual appointments shall be submitted by Department Heads to the Human Resources Department and shall include:
 - a. Name and class of each employee recommended for duties requiring bilingual skills.
 - b. A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature and frequency of use.
 - c. Location of assignment.
2. An employee may appeal the recommendation of the department head to the Director of Human Resources who shall evaluate the recommendation and approve or deny the request. The Director of Human Resources or his/her designee's decision shall be final.

8.2 Standby Pay Differential

Standby is any time other than time when the employee is actually on duty and during which an employee is not required to be on county premises but to stand ready to immediately report for duty and must arrange so that program staff can reach him/her on

ten minutes notice or less. If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at four (\$4.00) dollars per hour.

9. VACATION

9.1 Accrual

- A. Every employee in a full-time regular or limited-term position shall receive vacation benefits for each pay period of continuous service according to the following schedule:

Vacation Credit

<u>Pay Periods of Continuous Service</u>	<u>Per Pay Period of Continuous Service</u>	<u>Maximum Earnable Vacation Accrual</u>
0 through 78 pay periods	3.08 hours	160 hours
79 through 260 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

- B. Vacation accrual shall date from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date.
- C. Every employee in a part-time regular or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- D. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Any person separating from County service who has not taken his earned vacation, if any, shall receive the hourly equivalent of his salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this Section, sick leave and compensatory

time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.

- F. Prior to the beginning of each calendar year, an employee wishing to cash out up to forty (40) hours of vacation accruals, may make such a request between November 1 and by no later than December 20th of the preceding year. This election shall be irrevocable. Payment will be made upon the employee's request, before December 31 of the next calendar year, but no sooner than at the time the employee has accrued the number of vacation hours requested to be cashed out. Approval of such a request will be conditional upon the projection that the employee will reach the maximum vacation accrual based on his/her years of service during the following calendar year and requires the employee to have taken an equivalent amount during the prior twelve (12) calendar month period.

9.2 Notice to Department Heads

In order to avoid the possibility of employees not receiving earned vacations, the County agrees to the following:

If the department head does not provide a specific time for the use of vacation leave, an employee may, as a matter of right, when the accumulated vacation to his/her credit reaches his or her maximum earnable vacation accrual, give oral or written notice to department head and take up to eighty (80) hours.

10. SICK LEAVE

- A. An employee who enters the service of Solano County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.
- B. Employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundredth of an hour.
- C. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears

to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position.

- D. Except for F below, not more than eighty (80) hours of sick leave annually may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family.
- E. For the purposes of this Section, a member of the immediate family is construed to mean the grandparent, mother, father, husband, wife, registered domestic partner, person assuming the role of the employee's spouse, son, daughter, brother or sister of the employee whether natural, step, or adopted, or grandchild.
- F. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions: a day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family.

Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.

- G. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters the County service. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except for reasons of regular or disability retirement, death, or release from County employment as a result of a permanent reduction in the number of authorized regular help positions or taking office as an elected County official. Employees terminating employment for reasons of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in any of the following combinations;

- Convert all unused sick leave to the County's Retirement Health Savings (RHS) Account

The date of termination of employment shall be considered as the date certified by the department head as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any vacation payoff made at the time of termination.

- H. An employee who is rehired within one year from his/her date of employment separation shall, upon rehire, have his/her previously accrued and unused sick leave added back to his/her sick leave accrued leave balance. For the purposes of

this paragraph, the term “unused sick leave” means those sick leave hours which were accrued and not used in any fashion (e.g. hours used, paid out or converted as provided elsewhere within this Section 10).

11. LEAVE CONTRIBUTION PROGRAM

The Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury or other circumstances. The Program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, condition or circumstance.

11.1 Eligibility for Leave Contribution Program

To be eligible for this benefit, the receiving employee must: 1) Be a regular full time or regular part time employee who has passed his/her initial County probationary period, 2) Have exhausted all accumulated leave including, vacation, sick leave (unless the leave involves the care of another and the six days of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off, 3) Be unable to return to work for at least 30 days, and 4) Have applied and received approval for a Leave of Absence Without Pay.

11.2 Benefits for the Leave Contribution Program

Accrued vacation, compensatory time off (CTO), and/or Administrative Leave hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three (3) months. However, if approved by the department head and the Director of Human Resources, the total leave credits may be extended on a case-by-case basis.

If the leave is for reasons other than the employee's own illness or injury, the donated leave will be converted to vacation and credited to the employee's vacation accrual on an hour-for-hour basis.

While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.

11.3 Guidelines for Donating Leave Credits to the Program

1. Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any regular or regular part time employee who has completed his/her initial County probationary period.
2. Time donated will be converted from vacation, CTO, or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For employees who are using leave, for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
3. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three (3) months; however, if approved by the Department head, the Director of Human Resources may approve an extension to six (6) months total time.
4. Initial leave time donations must be a minimum of four (4) hours and thereafter, in four (4) hour increments. An employee cannot donate leave hours, which would reduce his/her vacation balance to less than forty (40) hours.
5. The use of donated leave hours will be in consecutive one-shift increments (i.e., 8 hours for a full time employee working five eight hour days/week).
6. Under all circumstances, time donations made by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.
7. Payment for unused sick leave at the time of termination of employment, shall be in accordance with Section 10. Sick Leave, of this agreement.
8. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

The tax impact of leave donation for other reasons is unknown at this time.

12. BEREAVEMENT LEAVE

1. Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family:
 - natural, step, adoptive parents and grandparents of the employee;

- a person acting in loco parentis for the employee;
 - natural, step, adopted children and grandchildren of the employee;
 - natural, step, adopted brothers and sisters of the employee;
 - present spouse of the employee;
 - ex-spouse who is a natural or adoptive parent of a minor child in the custody of the employee;
 - natural parents and grandparents of the employee's spouse;
 - grandchildren of the employee's spouse;
 - natural and adopted brothers and sisters of the employee's spouse;
 - present spouses of the employee's natural and adopted brothers and sisters;
 - son-in-law and daughter-in-law of the employee; and
 - domestic partners, regardless of gender.
2. Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the department head.

A female employee who has a miscarriage or who gives birth to a stillborn child shall be eligible for bereavement leave in accordance with Section 12, paragraph two. This provision shall be applicable only to the employee having the miscarriage. Bereavement leave for a miscarriage shall not be applicable for any other family members identified in Section 12, paragraph one.

13. OTHER LEAVES

13.1 Not in use

13.2 Not in use

13.3 Jury Duty

Any regular or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to his regular County pay provided he deposits his fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after his excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as possible after receipt. Excused absence is defined as the time necessary, including reasonable time for travel, to actually engage in the activities, including required waiting time, covered by this section.

13.4 Not in use

13.5 Not in use

13.6 Military Leave of Absence

- A. A request for military leave of absence shall be made upon forms prescribed by the Director, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in Section 395-395:02 of the Military and Veterans' Code of the State of California to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty) per fiscal year for each hour in which the employee was otherwise scheduled to work.
- B. An employee who resigns in order to enter military service shall have the right to return to County employment after the termination of his/her active military service as provided by Section 395.3 of the California Military and Veterans' Code and Title 38 U.S. Code, Chapter 43 (Veterans' Reemployment Right).
 - 1. An employee shall be given preference over all other applicants for the opening in his/her class and department next available after filing with the Director of Human Resources a written request to return to County employment and shall be reemployed no later than 90 days from the receipt of said request.
 - 2. Upon reemployment, he/she shall be entitled to such civil service status as he/she would have if he/she had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during his/her absence and he/she would not need to serve a new probationary period in his/her former department and class if he/she had attained regular status prior to leaving County service). His/her salary upon reentering County service in his/her former classification shall be at the same step he/she occupied at the time of his/her separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps.
 - 3. In all other respects (e.g., step increases and benefits eligibility accrual and use) he/she shall be treated as a new employee.
 - 4. No former employee shall have this right of reemployment under this Section who:
 - a. Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);
 - b. Is released from active duty for reasons other than honorable;

- c. Fails to make written application for reemployment with the County within six (6) months of his/her release; or
- d. Refuses upon request to provide true copies of any documents which he/she may be asked to provide in order to substantiate the period and kind of his/her military service, the circumstances of his/her release from such service and other information which is deemed necessary by the County in order to evaluate his/her application for reemployment.

13.7 Leave of Absence Without Pay

- A. A leave of absence may be granted only to an employee having a satisfactory record. Department heads may authorize a leave of absence without pay for a regular employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by department heads.
- B. Any regular employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her department head to the Director of Human Resources. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her department head. The department head shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources.
- C. A leave of absence without pay either approved by the department head or approved by the department head and the Director of Human Resources, shall be transmitted by the Director of Human Resources to the Auditor-Controller for appropriate action.
- D. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources shall be promptly notified at the return of any employee from a leave of absence without pay.
- E. Benefits shall not accrue while an employee is on leave of absence without pay.
- F. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by his/her department head to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.

- G. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H. A leave of absence may be revoked by the Director of Human Resources upon evidence submitted by the department head that the cause for granting leave was misrepresented or has ceased to exist.
- I. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.
- J. A leave of absence without pay may be granted for any of the following reasons:
 - 1. Illness or disability
 - 2. Pregnancy
 - 3. To take a course of study which will increase the employee's usefulness on return to his/her position.
 - 4. For other reasons acceptable to the department head and/or the Director of Human Resources.

14. HOLIDAYS

- A. Only regular and limited-term employees shall be eligible for paid holidays.
- B. An employee must work or be paid for all part or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.
- C. An employee who is terminating his/her employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if his/her last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.
- D. A part-time employee shall receive those paid holidays on the same basis as his/her basic workweek relates to forty (40) hours, regardless of work scheduled.
- E. **Holidays Worked**

Any employee who is required to work on a fixed paid holiday, which is part of his/her regular workweek shall be entitled to compensatory time off for the time actually worked. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to eight (8) hours of compensatory time off. Such compensatory time off shall be scheduled at the discretion of the department head within one year from the day of the holiday. Holidays taken shall not be counted as time worked for purposes of overtime computation.

- F. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday.
When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

G. **Holidays**

1. **Fixed Paid Holidays Include:**

January 1st - New Year's Day
The third Monday in January - Martin Luther King's Birthday
February 12th - Lincoln's Birthday
The third Monday in February - Washington's Birthday
The last Monday in May - Memorial Day
July 4th - Independence Day
The first Monday in September - Labor Day
The second Monday in October - Columbus Day
November 11th - Veterans' Day
Thanksgiving Day - Traditional as designated by the President or Governor
Friday - the day after Thanksgiving Day
December 25th - Christmas Day

Effective the later of January 1, 2020 or the 1st of the month following MOU adoption, the fixed paid holidays in the above table shall be amended by adding:

- December 24th Christmas Eve Day (beginning at 1:00 p.m.)
- December 31st New Year's Eve Day (beginning at 1:00 p.m.)

In accordance with County Code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 to 1:00 which is unpaid. On these dates, employees who are scheduled to work, shall receive and shall use 4 hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

2. **Other Paid Holidays Include:**

- a. One (1) paid floating holiday in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or his/her designee.
- b. Special or limited holidays appointed by the President or Governor.
- c. Such other days in lieu of holidays as the Board of Supervisors may determine.

15. PROBATIONARY PERIOD

Employees in this bargaining unit do not serve a probationary period, are designated as at-will, serve at the pleasure of the Appointment Authority and may be terminated at any time by the Appointing Authority.

16. LAYOFF

Employees are at-will status. The County Administrator Officer may implement, at his/her discretion, a layoff policy and/or process.

17. FURLOUGHS

A. FACILITIES CLOSURE

1. The parties agree that the Board of Supervisors shall have the right to close County facilities and or cease County operations regardless of funding source, for up to twelve (12) workdays per fiscal year (July 1 to June 30). The twelve (12) days will be determined at the sole discretion of the County. If the County, in its sole discretion, decides to invoke this authority, it will notify the Union of this decision and the dates of the operations/facility closures.
2. The purpose of the facilities/operations closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County Facilities and/or operations.
3. The closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Administrator.

B. EMPLOYEES' PAY REDUCTIONS/ACCRUAL OF DEFERRED HOURS

1. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section 17.A.3.
2. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76)

hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.

3. On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

C. EMPLOYEES EXEMPT FROM PAY REDUCTIONS/DEFERRED HOURS

The Board of Supervisors authorizes the County Administrator to determine which positions within these 24 hour facilities/units cannot be subject to furlough leave due to the need to provide services that are necessary to the protection of public health, safety and welfare.

D. PAID IF REQUIRED TO WORK

Employees who are subject to this provision but are required to work on days County facilities/operations are closed pursuant to this provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time shall be taken on another day as determined by the appointing authority.

E. FURLOUGH DAY ON SCHEDULED DAY OFF

Employees whose normal day off falls on a furlough day will not be paid for that day. Their deferred time shall be taken on another day as determined by the appointing authority.

F. BENEFITS

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of facility/operations closure. Income tax and social security will be based on actual pay.

G. HOLIDAYS

If a day of facilities/operations closure is on a Friday preceding a Saturday holiday, employees will receive up to eight (8) holiday CTO hours which may be taken on another day.

H. TREATMENT OF DEFERRED HOURS AT THE END OF THE FISCAL YEAR

Employees who have an accrued balance of deferred hours at the end of the fiscal year may take such time during the next fiscal year.

I. TERMINATING EMPLOYEES

Employees who terminate employment will be paid for any accrued deferred hours at their normal rate of pay.

J. APPENDIX “E”

Effects of this provision on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are described on Appendix “E” for described situations. Appendix “E” is incorporated herein as an expressed term of this article.

18. DISCIPLINARY ACTION

- 18.1 Employees are disciplined or terminated as “at-will” and serve at the discretion of the Appointing Authority and may be terminated at any time by the Appointing Authority, as outlined in the provisions below. However, such a process shall not waive the at-will employment status of said represented employees.

18.2 Discipline Subject to Appeal

Disciplinary actions subject to appeal are dismissal from employment, suspension without pay of greater than five (5) work days, or a reduction in pay greater than the employee’s base pay rate earnings over five (5) work days.

18.3 Disciplinary Action Appeal Process

Disciplinary actions may be appealed in writing to the Human Resources Director or his/her designee within seven (7) calendar days of the date the Notice of Discipline is provide to the employee. The Human Resources Director or his/her designee shall have twenty-one (21) calendar days following receipt of the appeal to meet with the employee and his/her representative (if the employee brings a representative), and attempt to reach a satisfactory resolution, and issue a written decision.

The Human Resources Director or designee’s disciplinary action appeal decision shall be final and binding, and shall not be subject to any other appeal.

19. GRIEVANCES

19.1 Grievance Definition

A grievance is any dispute, which involves the interpretation or application of any provisions of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance.

19.2 Grievance Purpose

- A. To resolve disputes informally at the lowest possible levels;
- B. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
- C. To encourage communication between employees, the Union, and County representatives;
- D. To determine and correct, if possible, the causes of grievance disputes.

19.3 Grievance Steps

Step 1. Informal Discussion

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor in an effort to resolve the grievance informally. The immediate supervisor shall have ten (10) calendar days from the date of the informal discussion to verbally respond to the employee.

Step 2. Department Head and/or the Designated Representative

The employee has ten (10) calendar days from the management official's verbal response if it does not resolve the grievance, or ten (10) calendar days from the date of the informal discussion with the management official, whichever comes later, to file the grievance in writing with the department head or his/her designee. The department head or his/her designated representative will meet with the grievant and his/her Union representative and shall provide a written response to the grievance within twenty-one (21) days of having received it.

If the grievance is not resolved within the department, the employee or the unions shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar days of the response made at Step 2.

Step 3. Director of Human Resources

Any employee or any official of the Union may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the

nature of the determination desired. The Human Resources Director shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step 4 or 5 below which has not first been filed and investigated in accordance with Step 2.

Step 4. Mediation

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty-one (21) calendar days to request in writing that the grievance be scheduled for mediation.

Mediation will be convened within ninety (90) working days of receipt of the timely request for mediation.

The mediator shall be selected by mutual agreement from the State Conciliation Service.

The recommendation of the mediator shall be advisory only.

The mediator shall not issue any public statement of fact or opinion on the matter in question.

The mediator's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.

Either party may appeal the recommendation of the mediator to arbitration.

An employee from the department in which the issues arose may not participate as a mediator.

Step 5. Arbitration

If the grievance is not resolved at Step 4, the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration shall be made in writing within twenty-one (21) calendar days following completion of mediation.

19.4 Scope of Mediation and Arbitration Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. No mediator and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance as set forth in Section 19.1.
- C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources in pursuance of the procedures outlined in Section 19.3, Step 3 above or the mediator in pursuance of the provisions of 19.3, Step 4 above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

19.5 Compensation Complaints

- A. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Only complaints, which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.
- B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

A. Workday

Except as may be otherwise provided by order of the Board of Supervisors, eight (8) hours of work shall constitute a day's work for all permanent full-time employees. The lunch period shall not be considered part of the eight (8) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.

B. Workweek

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours work each. However, department heads may establish workweek schedules, which differ from the normal schedule, upon recommendation of the County Administrator and approval by the Board of Supervisors. It shall be the duty of each department head to arrange the work of his/her department so that each employee therein shall work not more than forty (40) hours in any workweek; except, that a department head may require any employee of his/her department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires.

1. Before any change to the Unit #11 Clinic's Staff schedules, including establishing evenings and weekend hours for the Fairfield and Vallejo Clinics, the County will request a meet and confer with Unit #11, UAPD, on the impact on the terms and conditions of their employment.
2. Unit #11 employees assigned to fixed work schedules, shall have a specified starting and ending time to their work shift. Except in cases of emergency, employees shall be provided at least seven (7) calendar days notice prior to a change in their work schedule. On the mutual agreement of the employee and the Department, employees schedules may be modified without the seven (7) day notice requirement.

20.2 Rest Periods

Each employee shall be entitled to take one fifteen (15) minute rest period for each four (4) hours of work performed by such employee in a workday. If not taken, such rest period is waived by such employee. Authorized rest period time taken shall be counted as time worked.

20.3 Overtime

Employees represented under this collective bargaining agreement are exempt from overtime as provided under the federal Fair Labor Standards Act (FLSA).

20.4 Not in use

20.5 Medical Advisory Committee

A. Composition

The Medical Advisory Committee shall be composed of physicians, psychiatrists and/or dentists covered by this Agreement currently employed by the County.

The Committee shall consist of the members of the medical, psychiatric and dental staffs.

B. Meeting and Minutes

The Medical Advisory Committee shall schedule regular monthly meetings. The County will provide release time for the meetings. The Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Deputy Director of Health and Social Services – Health Officer and Mental Health Medical Director upon request.

C. Purpose

The Medical Advisory Committee shall act as an advisory body to the Director of Health and Social Services in matters of patient care. The Committee and the County will duly consider recommendations made by the other and respond in writing within thirty (30) days. The Committee may request meetings with the head of any Division within the Health and Social Services Department.

D. Objectives

The objectives of the Medical Advisory Committee shall be to work constructively for the improvement of patient care and medical practice.

21. NO STRIKE/NO LOCKOUT

- A. The Union, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties during the term of this Memorandum of Understanding.

- B. The County agrees not to engage in any lockout during the term of this Memorandum of Understanding.

22. OTHER PROVISIONS

22.1 Licensing and Certification Fund

The County shall maintain a Licensing and Certification Fund, for the benefit of regular full-time and regular part-time employees who work half-time (.5) or more in an allocated position, for payment of professional license fees necessary to practice medicine, psychiatry or dentistry in the State of California. Any qualified employee who avails him or herself of the County's Licensing and Certification Fund and who voluntarily leaves the County service during the fiscal year in which the employee drew the fund, shall reimburse the County on a pro-rata basis the amount the employee received from the Licensing and Certification Fund.

22.2 Mileage Reimbursement

A. Amount of Reimbursement

Employees who are authorized and use personal automobiles, vans or trucks on official County business shall be eligible for reimbursement for such use based upon a flat rate per mile of County business use in accordance with the IRS rate. The deductible amount, not covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, and for which the employee is not cited, shall be reimbursed by the County up to maximum of \$500.00 per accident. Necessary tolls and parking fees are also reimbursable. Claims for deductible reimbursements shall be documented. Reimbursement of Out-of-County trips shall not exceed the cost of reasonable public transportation; i.e., air, train, bus.

B. Claims

Each employee who wishes reimbursement for the authorized use of a personal vehicle on County business shall file a claim with his/her department utilizing the forms and procedures designated by the County Auditor-Controller.

C. Authorized Use – Official County Business

1. Authorization to use a personal vehicle on official County business shall be obtained in advance from the employee's department head. Failure to obtain advance authorization may nullify the claim for reimbursement.
2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.

3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her normal place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a normal work site assignment in Fairfield, who drives to Sacramento and back home on County business, would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)

D. Evidence of Insurance

Prior to operating a personal vehicle on County business employees shall file evidence of insurance with their department head, which reflects the current level of coverage.

Suggested Coverage:

1. Property Damage and Liability; \$300,000 combined single limit.
2. Uninsured Motorist; \$300,000
3. Medical Payments: \$5,000

Employees may elect not to purchase either comprehensive or collision coverage on their vehicle, but the County's maximum liability for "deductible" claims in the event of non-recoverable loss because of lack of coverage shall be limited to a total of \$200.00 per accident.

22.3 Contracting Out

In the event the County was to consider contracting out work to fill a regular full-time or part-time position that would displace any County employee in bargaining Unit #11, the Union of American Physicians and Dentists would be notified. If requested by the Union, the County will meet and confer over the impact of contracting out and its affects on the terms and conditions of employment for Unit #11 members. The County will also work with UAPD to identify qualified applicants in the recruitment process before resorting to the use of private contractors to fill regular full-time and part-time positions.

22.4 Malpractice

The County shall consult with the affected physician prior to agreeing to any out-of-court settlement in a case in which the physician is named.

22.5 Professional Dispute Resolution

The Director of Health and Social Services shall have the final say on the employment status of employees covered by this Memorandum of Understanding.

The Director of Health and Social Services will consult with the appropriate Deputy Director and the Medical Advisory Committee if there is a professional dispute involving medical issues.

22.6 Continuing Education Hours

With the approval of the Deputy Director of Health and Social Services – Health Officer, Deputy Director of Health and Social Services – Mental Health Director of the Mental Health Medical Director, or other appropriate departmental authority, a regular full-time physician, psychiatrist or dentist may be granted up to fifty (50) hours per fiscal year (pro-rated for regular part-time employees) to participate in continuing education courses required for licensing as accepted by the appropriate state board. The continuing education hours granted will be for continuing education hours and travel time only. Time spent in obtaining continuing education credits on the weekends, evenings or holidays, shall be considered hours worked, and employees shall be compensated at their base hourly rate of pay.

Requests for continuing education time (which includes requested time to take a medical examination and online courses) must be made at least two (2) weeks in advance of the course or scheduled examination on forms approved by the Director of Health and Social Services and a copy of the course brochure must accompany the request. Requests will not be unreasonably denied.

Continuing Education Hours (CEH) may be carried over to the next fiscal year if the employee is denied the opportunity to use his/her CEH leave during the fiscal year. Employees must request to use CEH leave for it to be considered denied. No more than one year CEH leave may be carried over to the next year and total CEH leave carry over may not exceed one hundred (100) hours at any time.

Effective the first full pay period including July 1, 2018 and each July 1st thereafter, employees shall receive cash payment two thousand Dollars (\$2,000). This provision (\$2,000) shall expire June 30, 2020.

Effective the first full pay period that includes July 1st, 2020 and every first full pay period of July thereafter, employees shall receive cash payment of three thousand dollars (\$3,000). This payment is to partially offset tuition and /or registration fees and the cost of course related materials for continuing education requirements as well as professional association fees. This payment shall be made in advance. Employees who start County employment after July 1st, shall receive within the employees first two full pay-period paychecks following date of hire, the pro-rata amount based on the number of full pay periods remaining in the fiscal year from the date of hire. This payment shall be prorated for less than full-time employees. Effective the first full pay period including July 1, 2018 and each July 1st thereafter, employees shall be reimbursed for up to \$550

per fiscal year for cost associated with membership in their preferred professional organization. This payment shall be prorated for less than full-time employees. This provision (\$550) shall expire June 30, 2020.

23. SEVERABILITY

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of this Agreement shall not be affected hereby.

24. FULL UNDERSTANDING

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, binding practices, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time.

In witness hereof the authorized representatives have set their hands as set forth below, the latest of which shall be deemed the signed date of this Memorandum of Understanding:

FOR THE COUNTY:

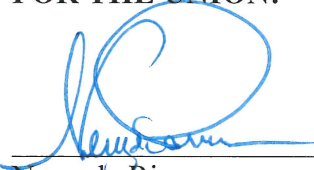
Marc A. Fox, Date
Director of Human Resources

Jeannine Seher, Date
Assistant Director of Human Resources

Bela Matyas, Date
Deputy Director, H&SS

Kimberly Young Date
Human Resources Analyst

FOR THE UNION:




Nereyda Rivera, Date
Chief Spokesperson
UAPD Chief Spokesperson



Dr. Brian Luellen Date
Psychiatrist (Board Certified)



Dr. Rebekah Kim Date
Clinic Physician (Board Certified)



Dr. Himilce Roviroso Date
Dentist

1/15/2020
Date

1/15/2020
Date

1/15/2020
Date

1/15/2020
Date

Appendix A – Listing of Classifications

Regular and limited-term classifications represented under this Agreement are:

Clinic Physician

Clinic Physician (Board Certified)

Dentist

Psychiatrist

Psychiatrist (Board Certified)

Psychiatrist (Child-Board Certified)

Appendix B – Salary Schedule

1. The present approximate monthly pay rate for the represented classifications are:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Clinic Physician	14,287.38	15,001.80	15,751.89	16,539.50	17,366.45
Clinic Physician (Board Cert)	14,644.52	15,376.83	16,098.41	16,952.95	17,800.60
Dentist	10,904.64	11,449.89	12,022.41	12,623.47	13,254.69
Psychiatrist	16,680.83	17,214.88	18,390.60	19,310.13	20,275.64
Psychiatrist (Board Cert)	17,097.88	17,952.76	18,850.42	19,792.96	20,782.59
Psychiatrist (Child- Board Cert)	17,952.76	18,850.42	19,792.96	20,782.59	21,821.72

2. The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.
3. Effective beginning of the first pay period following Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by three (3) percent (3%) of the base wage rates in effect the day before such increase takes effect.
4. Effective concurrent with the raise increase described in Appendix B, paragraph 3 above, employees:
 - a. in the classifications of Psychiatrist, Psychiatrist (Board Certified), and Psychiatrist (Child Board Certified) shall receive an additional eight (8) (8%) equity adjustment for a total wage increase not to exceed eleven percent (11%).
 - b. in the classifications of Clinic Physician, and Clinic Physician (Board Certified) shall receive an additional four percent (4%) equity adjustment for a total wage increase not to exceed seven percent (7%).
 - c. in the classifications of Dentist shall receive an additional two percent (2%) equity adjustment for a total wage increase not to exceed five percent (5%).
5. Effective the beginning of the twenty-sixth (26th) pay period following the pay raise increased described in Appendix B, paragraph 3 above, the base wage rates set forth for employees in this bargaining unit shall be increased by three percent (3%).
6. Effective concurrent with the raise increase described in Appendix B, paragraph 5 above, employees:

- a. in the classifications of Psychiatrist, Psychiatrist (Board Certified), and Psychiatrist (Child Board Certified) shall receive an additional eight percent (8%) equity adjustment for a total wage increase not to exceed eleven percent (11%).
 - b. in the classifications of Clinic Physician, and Physician (Board Certified) shall receive an additional four percent (4%) equity adjustment for a total wage increase not to exceed seven percent (7%).
 - c. in the classification of Dentist, shall receive an additional two percent (2%) equity adjustment for a total wage increase not to exceed five percent (5%).
7. Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 5 above, the base wage rates will increase by two percent (2%) of the base wage rates in effect the day before such increase takes effect.
8. Effective concurrent with the raise increase described in Appendix B, paragraph 7 above, employees:
 - a. in the classifications of Psychiatrist, Psychiatrist (Board Certified), and Psychiatrist (Child Board Certified) shall receive an additional eight percent (8%) equity adjustment for a total wage increase not to exceed ten percent (10%).
 - b. in the classifications of Clinic Physician, and Physician (Board Certified) shall receive an additional one percent (1%) equity adjustment for a total wage increase not to exceed three percent (3%).
 - c. in the classification of Dentist, shall receive an additional one percent (1%) equity adjustment for a total wage increase not to exceed three percent (3%).
9. Effective the beginning of the thirteenth (13th) pay period following the wage increase set forth in this Appendix B, paragraph 7 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.
10. Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 9 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.
11. Effective with pay period 20, (September 6, 2020-September 19, 2020), or as soon thereafter as practicable, the County shall implement an incentive program that will provide an opportunity for employees in the classifications of Clinic Physician, Clinic Physician (Board Certified), and Dentist an opportunity to earn additional pay by meeting or exceeding established standards. The Productivity Incentive Pay shall provide incentive pay for employees in the classification of Clinic Physician and Clinic Physician (Board Certified) up to twelve percent (12%) of an employee's base quarterly earnings. The Productivity Incentive Pay shall provide incentive pay for employees in the classification of Dentist shall be up to six percent (6%) of an employee's base quarterly earnings. The County agrees to provide notice to the Union of the proposed incentive program, and if requested, shall meet and confer with the Union, prior to finalizing the program.

Appendix C – NOT IN USE

Appendix D – Regarding Payment of Enhanced Pension

Formula PERS 2.7% @ 55

Note: The amounts shown exclude the increase cost of the employee contribution from 7 % to 8%.

This formula was prepared June 10, 2002 and serves as a basis for future calculations and is included here for reference.

Cost of the benefit	\$75,036,452
Term in Years	20
Amount due to County each year	\$3,751,823
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	2320
Average monthly salary	\$4,074
Average per pay period gross salary	\$1,880
Average Annual Gross Salary	\$48,888
Total Annual Payroll	\$113,420,160
Formula for Employee Share	Amount
Annual amt of pay back = Total cost divided by 20 years	\$3,751,823
Annual per employee pay back = Divide annual amount of payback by the avg. number of employees for the previous year	\$1,617.16
Avg. pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	\$62.20
Percentage of gross per pay period salary deducted from each eligible employee = Divide the avg. pay back per employee per pay period by the avg. per pay period gross salary	3.31%

Appendix E – Closure of County Facilities to Achieve Cost Reductions

Situation	Result	Comments
Full-time (F-T) employees	Pay is reduced by 4.0 hours. 4.0 hours credited to furlough leave accruals.	
SDI integration	Integrate leave accruals up to employee's Full Time Equivalency (FTE) less furlough hours.	Examples: F-T EE normally works 80 hours/pay period minus 4 furlough hours = integrate up to 76 hours. P-T EE normally works 40 hours/pay period minus 2 furlough hours = integrate up to 38 hours.
Workers' Compensation integration.	Same as SDI integration.	See examples under SDI integration.
Leave without pay for partial pay period	Pay is reduced by 4.0 hours (or pro-rated if part-time employee). 4.0 hours credited to furlough leave accruals.	Furlough hours based on EE's normal FTE (not pro-rated based on hours worked).
Various shifts (4/10, 9/80)	Pay is reduced by 4.0 hours. 4.0 hours credited to furlough leave accruals. If furlough is day off, another day is taken as furlough.	
Promotion/Demotion	Pay is reduced by 4.0 hours. 4.0 hours credited to furlough leave accruals.	No effect on number of furlough hours unless there is a change in FTE.
Taxes	Taxes are withheld on the reduced salary.	
New hires (working less than 80 hours 1 st pay period)	Furlough hours pro-rated based on scheduled number of hours to be worked. Furlough hours credited to furlough leave accruals.	Example: EE starts work Tuesday after Monday holiday (works 72 hours of pay period) = 90% of pay period. 4.0 furlough hours x 90% = 3.6 hours

Situation	Result	Comments
		credited to furlough leave accruals and pay reduced by 3.6 hours.
Holidays	No change.	EE must be in a paid status the day before and the day after the holiday to be compensated for the holiday.
Retirement deductions	Reduction in earnings due to furlough will reduce reportable earnings and reduce PERS deductions.	Retirement deductions taken based on reduced salary.
Retirement benefits	Retirement allowance calculated using the average monthly full-time <i>pay rate</i> (final compensation) reported to CalPERS for the highest 12 consecutive months of employment.	Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 month period at retirement includes furlough time.
Health insurance contributions	No change.	As long as EE is in a paid status in the pay period, health insurance contributions will be made.
Leave accruals	No change.	Normal leave accruals will be earned.
Terminations	Employee is paid for any furlough hours accrued and not used.	Treated the same as vacation leave balance.
Differentials (% of actual earnings)	Differentials paid as a factor of earnings will be reduced based on reduced earnings.	Example: longevity pay.
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be pro-rated based on FTE.	
Change from FT - PT	Same as part-time employees' language.	
Change from PT - FT	Same as full-time employees' language.	

Situation	Result	Comments
Voluntary Time Off (VTO)	Same as full-time employees' or part-time employees' language. If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time or part-time employee.
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	

Side Letter Agreement
Between the County of Solano and the Union of American Physicians &
Dentists

This will confirm an understanding reached between the County of Solano (County) and Union of American Physicians and Dentists, representing Unit 11 (Psychiatrists, Physicians and Dentists), collectively, "the parties."

The parties agree that the County, within its sole discretion, may provide new Clinic Physician, and Clinic Physician (Board Certified), recruits who are not already employed within the immediate Partnership Healthplan of California network (which includes the following Counties: Del Norte, Humboldt, Siskiyou, Lassen, Modoc, Mendocino, Trinity, Sonoma, Marin, Solano, Yolo, Shasta, Lake, Napa) with:

- A \$20,000 stipend (signing bonus, or service bonus), in exchange for a 12-month minimum employment commitment.
- Up to \$3000 reimbursement for moving expenses, (in addition to the \$3000 maximum specified in the MOU Side Letter).
- Up to \$5000 reimbursement for moving expenses for extended family (parents/in-laws) after the practitioner has been employed with the County for at least one year.

The parties further acknowledge that funding availability is subject to change or may be discontinued with little advanced notice to the County.

This Side Letter of Agreement will expire October 21, 2022.

FOR THE COUNTY

Marc Fox
Director of Human Resources

Date

FORUAPD



Nereyda Rivera
Representative

1/15/2020

Date

Side Letter Agreement
Between the County of Solano and the Union of American Physicians &
Dentists

Moving and Relocation Expense Allowance

- A. The County Administrator has discretion and is authorized to provide a moving and relocation expense allowance to any employee represented by this agreement at the time of hire. Conditions for receiving the moving and relocation expense allowance for the newly hired employee are:
- as a condition of receiving the allowance, must move into Solano County and then maintain residency within Solano County during the "repayment period"; and
 - for a minimum of three (3) years following date of hire (hereafter, the "repayment period") neither voluntarily separates from County employment nor changes his/her primary residence to a location outside of Solano County; and
 - sign an acknowledgement of, and agreement to, these conditions.
 - if the employee does not satisfy the repayment period, shall repay to the County in accordance with the following schedule:
 - employed for one year or less, shall repay 100% of the moving and relocation expense allowance;
 - employed for greater than one year but less than two years, shall repay 75% of the moving and relocation expense allowance;
 - employed for greater than two years but less than three years, shall repay 30% of the moving and relocation expense allowance;
 - employed for greater than three years, shall repay zero percent (0%) of the moving and relocation expense allowance.
- B. The moving and relocation expense allowance may be used to cover moving household items, personal effects, transporting vehicles and non-standard items (e.g., boats, trailers, machinery), pet relocation, temporary housing, travel costs during transitional period, and such other moving and/or relocation expenses as determined by the employee. The employee shall not be required to provide receipts or other proof of payment of such moving and relocation expenses.
- C. The employee shall be responsible for any payment of state and/or federal taxes related to the receipt of the moving and relocation expense allowance.
- D. The moving and relocation expense allowance shall not exceed three thousand dollars (\$3,000) and such amount shall be set at the discretion of, and approval by, the County Administrator, with payment received within the employee's first three paychecks

following date of hire.

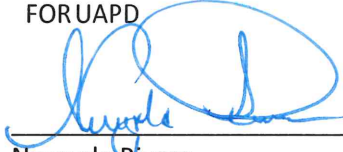
- E. The Board of Supervisors may delegate authority to the County Administrator, on an individual on a case-by-case basis, a variance to provisions within this policy, provided such variance is provided during a Board of Supervisors' closed session discussion on public employee appointment or during a public meeting of the Board of Supervisors.

FOR THE COUNTY

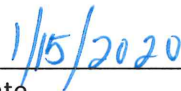
Marc Fox
Director of Human Resources

Date

FOR UAPD



Nereyda Rivera
Representative



Date

Side Letter Agreement
Between the County of Solano and the Union of American Physicians &
Dentists

Student Loan Repayment Program (SLRP)

- a) The California State Loan Repayment Program (SLRP) assists with the repayment of qualified educational loans for employees in the classifications of Clinic Physician, Clinic Physician (Board Certified), Dentist, Psychiatrist, Psychiatrist (Board Certified), Psychiatrist (Child-Board Certified) who provide healthcare services in federally designated California Health Professional Shortage Area (HPSAs) and in SLRP Certified Eligible Sites (CES).

Solano County, in accordance with the State of California's application process, shall submit an application to become approved for the SLRP Certified Eligible Site List for employees covered by this Memorandum of Understanding. Upon acceptance by the State of California for the SLRP Certified Eligible Site List for employees in the classifications of Clinic Physician, Clinic Physician (Board Certified), Dentist, Psychiatrist, Psychiatrist (Board Certified), Psychiatrist (Child-Board Certified), up to ten (10) new full-time applicant employees might become eligible for loan repayment as specified below. If an applicant received a two-year full-time or half-time award, the applicant can reapply for a one-year 3rd, 4th, 5th, or 6th year extension in accordance with California SLRP requirements.

For Full-Time New Applicants	Number of Years	County SLRP MATCH Amount Per Year
	Two-year	\$ 20,000
	One-year extension (3rd year)	\$ 15,000
	One-year extension (4th year)	\$ 15,000
	One-year extension (5th year)	\$ 10,000
	One-year extension (6th year)	\$ 10,000
For Less than Full-Time Applicants	Number of Years	Site Matches SLRP Award Amount Per Year
	Two-year	\$ 10,000
	One-year extension (3rd year)	\$ 7,500
	One-year extension (4th year)	\$ 7,500
	One-year extension (5th year)	\$ 5,000
	One-year extension (6th year)	\$ 5,000

- b) Employees awarded the SLRP shall receive a County match equal to the amount received from the SLRP as follows:
1. For the initial payment, following completion of two years of Solano County service, the County shall issue a payment in the employee's regular paycheck check.
 2. For each one year extension granted thereafter, the pay period following completion of 26 pay periods, the County shall issue a payment in the employee's regular paycheck.

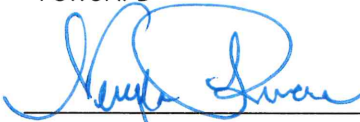
c) This Side Letter of Agreement will expire October 21, 2022.

FOR THE COUNTY

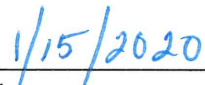
Marc Fox
Director of Human Resources

Date

FOR UAPD



Nereyda Rivera
Representative



Date

Side Letter Agreement
Between the County of Solano and the Union of American Physicians &
Dentists

This will confirm an understanding reached between the County of Solano ("County") and the Union of American Physicians and Dentists representing Unit 11 (Psychiatrists, Physicians, and Dentists), ("UAPD"), collectively the "parties."

The parties acknowledge that on occasion, employees hired as part-time employees, may work above their allocated hours. When this happens, part-time employees shall be compensated in the following manner:

Regular part-time employees who perform work in excess of their full-time equivalent (FTE) allocated position, shall be compensated for all hours worked, up to a maximum of forty hours per work, at the hourly base rate equivalent to their salary.

As such, in accordance with the language above, an employee allocated at a .5FTE, would work 20 hours per week, or 40 hours per pay period. For example:

- Should that employee work 25 hours per week, the employee would receive his/her regular wages for the hours worked over 20.
 - In this example the employee would receive 5 additional hours of pay at his/her regular rate of pay.
 - Further, if the full-time equivalent at Step 4 is \$16,952.95, the hourly rate is \$97.805496 per hour. The employee working in a half-time (.5 FTE) would earn \$97.805496 per hour for all hours worked over their twenty (2) hour allocation to a maximum of forty (40) hours per week.

The parties further acknowledge that nothing in this proposal would authorize the earning of overtime or compensatory time off (CTO) in lieu of overtime.

Dated: _____

FOR THE COUNTY:

Marc Fox
Director of Human Resources

FOR UAPD:



Nereyda Rivera
Chief Spokesperson

Side Letter Agreement
Between the County of Solano and the Union of American Physicians &
Dentists

Regarding CMSP

This will confirm an understanding reached between the County of Solano ("County") and the Union of American Physicians and Dentists representing Unit 11 (Psychiatrists, Physicians, and Dentists), ("UAPD"), collectively the "parties."

This Side Letter Agreement is effective March 31, 2019.

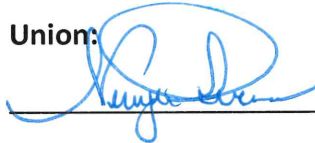
The parties agree that the County, within its sole discretion, may participate in the student loan repayment program offered by the County Medical Services Program ("CMSP") under the program requirements, limitations, eligibility and other rules and/or restrictions as may be dictated by CMPS.

County:

Marc Fox, Director of Human Resources

Date: _____

Union:

_____

Nereyda Rivera, Chief Spokesperson

Date: 1/15/2020



Solano County

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

Agenda Submittal

Agenda #:	13	Status:	Consent Calendar
Type:	Resolution	Department:	Treasurer-Tax Collector-County Clerk
File #:	20-71	Contact:	Charles Lomeli, 784-3419
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt a resolution authorizing the Treasurer-Tax Collector-County Clerk to hold a sale of tax-defaulted property at a Chapter 7 (Public Auction) sale via the Internet within 180 days of Board approval		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Property List		

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

DEPARTMENTAL RECOMMENDATION:

Adopt a resolution authorizing the Treasurer-Tax Collector-County Clerk to conduct a sale of tax-defaulted property at a Chapter 7 (Public Auction) sale via the Internet within 180 days of Board approval of this item.

SUMMARY:

Revenue & Taxation Code §3692 requires the Tax Collector to attempt to sell tax-defaulted property within four years after the property becomes subject to sale. For efficiencies sake, the Tax Collector conducts at least one sale annually of all property subject to sale. Property becomes subject to sale after taxes have been delinquent for at least 3 years for commercial property and 5 years for all other property. The 125 parcels recommended for sale this year have been delinquent for at least 3 years for commercial property; 5 years for all other property and in some cases may have been offered at a previous sale.

Property owners or parties of interest may redeem parcels up until 5:00 p.m., the day prior to the sale, by paying the delinquent taxes, interest, penalties and fees owing on the parcel. Revenue and Taxation Code §3692.2 allows a tax sale to be conducted via the Internet.

FINANCIAL IMPACT:

The successful sale of the 125 parcels at auction will recover \$6,491,311.80 in taxes, penalties, interest, and fees for the County if all of the parcels sell or are redeemed. It is estimated that the cost of conducting the sale will be \$88,744.50. The cost, including the publication, parties of interest search, recording fees, etc., will be paid out of the Tax Collector's budget and will be recovered when the parcels are redeemed or from the proceeds of the sale. The amount of taxes recovered minus fees and costs will be deposited into the Tax Loss Reserve Fund to reimburse the County for money already apportioned through the TEETER program. Excess proceeds, if any, generated at the sale will be distributed to qualified claimants for each parcel by the

Auditor-Controller on recommendation of County Counsel.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

A. Authority to Sell Tax-Defaulted Property

The Tax Collector assumes the power to sell after taxes have been delinquent at least 3 years for commercial property and 5 years for all other property. Revenue & Taxation Code §3692 states the tax collector must attempt to sell tax-defaulted property within four years after the property becomes subject to sale for nonpayment of taxes. Property owners or parties of interest may redeem properties up until 5:00 p.m. the day prior to the sale by paying the delinquent taxes, interest, penalties and fees owing on the property. Revenue & Taxation Code §3692.2 allows a tax sale to be conducted via the Internet.

B. List of Parcels for Sale

The parcels on the list for sale this year have been delinquent for at least 3 years for commercial property and 5 years for all other property. During each year of delinquency, the property owner has been sent an annual tax bill in October, a delinquent notice in May and additional notices in July, November and March.

C. Notification to Property Owners and Parties of Interest

As required by Revenue and Taxation Code § 3701, a Notice to Parties of Interest will be given to all owners of record and all other parties of interest via certified mail. A search for parties of interest will be conducted by First Corporate Solutions. In addition to the work to be performed by First Corporate Solutions, Tax Collector staff will search for property owners and other parties of interest by searching county records, telephone and address records, and other information available through an internet search engine used for locating individuals. This additional work by the Tax Collector's office will provide further assurances that all property owners and other parties of interest are notified of the pending sale and are aware of the procedures for redeeming the parcels, thus affording them a fair opportunity to redeem the parcel prior to the sale.

As a further effort to afford due process to persons interested in the parcels listed for sale, the County's Collection Officer is in the process of personally visiting each of the locations and providing a courtesy notice of the impending sale. While this additional step is not required by the Revenue & Taxation Code, it will assist in accomplishing the Tax Collector's goal of providing property owners every opportunity to become aware of the delinquency, impending sale and redemption procedures.

Additionally, per Revenue and Taxation Code §3704.7(a) if the property has a homeowner's exemption or the situs and mailing address are the same, personal contact will be accomplished via a deputy sheriff prior to the sale.

The Tax Collector will also publish the list of parcels for sale and information concerning the auction in the Fairfield Daily Republic and will notify other local taxing agencies in accordance with the Revenue and Taxation Code.

D. Approval of the Proposed Sale

Pursuant to Revenue & Taxation Code §3694 the Board must either approve or disapprove the proposed sale. If approved, the public auction sale will be held via the Internet within 180 days of the Board approval. If

approved, the Tax Collector may re-offer those parcels that do not sell, at a reduced minimum price at a second sale that will be held within a 90-days of the original sale date per Revenue & Taxation Code §3692(e) and §3698.5(c).

E. Result of Previous Sale and Anticipated Result of Current Proposed Sale

The last public auction was held in May of 2019 and 73 parcels were approved for sale. Of the 73 parcels offered 51 were redeemed, 11 parcels were withdrawn, 2 parcels were forfeited, 6 parcels received no bids and 3 parcels were sold. The County recovered approximately \$712,000.

This year the Tax Collector requests that 125 parcels be approved representing approximately \$6.5 million. Due to the Tax Collector's increased efforts to locate parties of interest, and additional courtesy notification procedures, it is estimated that some parcels approved for sale will be redeemed prior to the actual sale.

ALTERNATIVES:

The Board can elect to disapprove the sale. This option is not recommended because 1) per Revenue and Taxation §3692 the Tax Collector shall attempt to sell tax-defaulted property, within four years of the time that the property becomes subject to sale for nonpayment of taxes, 2) the sale will result in recovered income to the County, and 3) experience has shown that by conducting an annual sale, the parcel owner, Tax Collector, and other parties of interest are afforded the best opportunity to resolve outstanding issues in manner that gets the majority of parcels redeemed prior to the auction.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the resolution and is in agreement with its form and content. Additionally, County Counsel has reviewed all notices and procedures to ensure accuracy and due process. Relevant cities, agencies and special districts will be notified in accordance with the Revenue & Taxation Code and will be afforded the opportunity to purchase the properties within their jurisdiction at a Chapter 8 Sale. The Assessor-Recorder has reviewed and provided legal descriptions for the public auction parcels. Resource Management has reviewed the public auction parcels for any contamination.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**RESOLUTION AUTHORIZING THE TREASURER-TAX COLLECTOR-COUNTY
CLERK TO HOLD A SALE OF TAX-DEFAULTED PROPERTY AT A CHAPTER 7 (PUBLIC
AUCTION) SALE VIA THE INTERNET WITHIN 180 DAYS**

Whereas, Revenue and Taxation Code § 3692 requires the Tax Collector to attempt to sell tax-defaulted property within four years after the property becomes subject to sale for nonpayment of taxes; and

Whereas, the Tax Collector has submitted a list of properties to be approved for sale, along with the minimum bid price for each parcel; and

Whereas, Revenue and Taxation Code § 3692.2 allows a tax sale to be conducted via the Internet; and

Whereas, Revenue and Taxation Code § 3692(e) and §3698.5(c) provides that any parcel remaining unsold may be re-offered within a 90-day period with the option to offer the remaining unsold parcels at a reduced minimum price.

Resolved, the Solano County Board of Supervisors authorizes the Tax Collector to hold a sale of tax-defaulted property, via the Internet within 180 days of Board approval pursuant to Revenue and Taxation Code §3694 and §3692.2.

Resolved, any parcel that does not sell may be re-offered within a 90-day period with the option to offer the remaining unsold parcels at a reduced minimum price pursuant to Revenue and Taxation Code § 3692(e) and §3698.5(c).

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on January 28, 2020 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

AUTHORIZATION FOR SALE - PUBLIC AUCTION

With approval of the Board of Supervisors the properties listed below will be offered for sale at Public Auction

Item #	APN	Last Assessee	SITUS	Minimum Bid
1	0028-750-240	BUCK AVENUE APARTMENTS LP; SEQUOIA INVESTMENT PROP LP	NO SITUS	\$77,045.34
2	0028-750-270	BUCK AVENUE APARTMENTS LP; SEQUOIA INVESTMENT PROP LP	NO SITUS	\$70,177.89
3	0030-045-050	NIEMETH JEANINE	1501 ADAMS STREET, FAIRFIELD	\$12,270.64
4	0030-051-030	WROTEN JASON E	604 OREGON STREET, FAIRFIELD	\$32,571.70
5	0030-121-240	GOSWAMI DEEPIKA PURI	1306 & 1308 NORTH TEXAS STREET, FAIRFIELD	\$13,218.19
6	0031-083-140	SHOEMAKER RODNEY & LINDA	1731 YORK STREET, FAIRFIELD	\$14,286.19
7	0031-182-380	BRAR JASVINDER & SARABJEET	NO SITUS	\$7,424.46
8	0031-302-350	KLEIMAN S MICHAEL (ESTATE); TALBOT-KLEIMAN P A (ESTATE)	1632 ONTARIO STREET, FAIRFIELD	\$28,137.92
9	0032-262-300	RODRIGUES GILBERT J (ESTATE); RODRIGUES HILDA	1412 MCKINLEY STREET, FAIRFIELD	\$6,297.66
10	0044-090-490	K S MATTSON PARTNERS LP; ETAL	103 COMMERCE COURT, FAIRFIELD	\$125,996.57
11	0046-340-050	DAN L CHASE & CO	NO SITUS	\$4,182.19
12	0051-040-400	EPONA INVESTMENT GROUP LLC	2302, 2304, 2306, 2308 & 2310 SACRAMENTO STREET, VALLEJO	\$51,351.95
13	0051-183-030	CRAWFORD HUBERT L (ESTATE); CRAWFORD ELIZABETH (ESTATE)	2011 SACRAMENTO STREET, VALLEJO	\$103,300.96
14	0052-021-040	KING ALCEE & DONIA L	401 B W WILLIAMS DRIVE, VALLEJO	\$125,400.59
15	0052-090-070	SOUTHERN PACIFIC CO	NO SITUS	\$4,207.91
16	0052-270-280	CUNNINGHAM MARK	NO SITUS	\$12,649.82
17	0052-270-290	CUNNINGHAM MARK	NO SITUS	\$12,694.71
18	0052-511-480	SUNRIDGE TOWNHOMES OWNERS ASSN	NO SITUS	\$4,170.24
19	0056-055-050	LARA EMILIO	505 BROADWAY, VALLEJO	\$8,591.22
20	0062-010-400	SEASHORE LAND CORP	NO SITUS	\$1.00
21	0062-062-100	HILL BRENDA TR	1028 SHERIDAN STREET, VALLEJO	\$14,059.89
22	0067-065-370	OCHOA ALEJANDRO GARCIA	110 HAMILTON COURT, VALLEJO	\$6,190.16
23	0071-015-170	YEE IVY HOW WAN	1321 SPRINGS ROAD, VALLEJO	\$101,053.99
24	0071-015-180	YEE IVY H	1339 SPRINGS ROAD, VALLEJO	\$30,445.92
25	0071-052-470	NORZI RATIB MOHAMMED; ETAL	NO SITUS	\$58,734.95
26	0074-160-530	WILLIS RALPH; WILLIS MARILYN J TR	NO SITUS	\$3,452.36
27	0075-052-300	BLUESKYS INTERNATIONAL ENT INC	148 LUNA DRIVE, VALLEJO	\$62,652.33
28	0082-203-060	ABIVA ERNESTO P & ELEANOR C	452 DEVONSHIRE STREET, VALLEJO	\$58,974.64
29	0082-255-030	GONZALEZ JOSEPHINE	327 BRUNSWICK DRIVE, VALLEJO	\$35,109.53
30	0087-592-310	HUNT JOSEPH; ZAMORA LASHAY	1862 SHIRLEY DRIVE, BENICIA	\$19,094.45
31	0109-270-100	TANK HOLDINGS LLC; ETAL	NO SITUS	\$1,424,817.57
32	0123-441-180	SILLDORFF LINDA CHAMPION	1020 MULBERRY COURT, VACAVILLE	\$5,118.05
33	0125-132-110	PEREZ MICHAEL J	290 PLUM STREET, VACAVILLE	\$7,449.93
34	0127-431-200	BUTCHER ROAD PARTNERS LLC	NO SITUS	\$72,978.06
35	0135-583-200	LATCHIN MARY LEE	136 OAK BROOK COURT, VACAVILLE	\$51,213.04
36	0141-010-090	MESA ASSET MANAGEMENT LLC TR; ETAL	7028 BYRNES ROAD, UNINCORPORATED	\$162,877.18
37	0168-213-030	WILSON KENNETH W & LINDA K	415 CHELSEA WAY, FAIRFIELD	\$15,606.88
38	0168-284-370	LITTLE SALLY (ESTATE); LITTLE RICHARD D (ESTATE)	2394 MIRAMAR COURT, FAIRFIELD	\$9,563.65
39	0169-201-060	SHACKLEFORD JUANITA; SCHACKLEFORD LORETTA	2031 FALCON DRIVE, FAIRFIELD	\$11,911.00
40	0170-020-040	SOUTHERN PACIFIC CO	NO SITUS	\$929.30
41	0182-060-020	LAIRD DAVID & MARY	707 SKY VALLEY DRIVE, VALLEJO	\$118,677.97

AUTHORIZATION FOR SALE - PUBLIC AUCTION

42	0182-291-020	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$48,005.23
43	0182-291-030	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$41,468.99
44	0182-292-010	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,881.64
45	0182-292-020	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,490.75
46	0182-292-030	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,490.75
47	0182-292-040	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,490.75
48	0182-292-050	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$39,109.44
49	0182-292-060	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$40,778.23
50	0182-292-070	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$40,342.10
51	0182-292-080	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$39,137.14
52	0182-292-090	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,653.84
53	0182-292-100	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$48,866.41
54	0182-293-010	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,506.41
55	0182-293-020	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,198.24
56	0182-293-030	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,653.84
57	0182-293-040	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,653.84
58	0182-293-050	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,426.04
59	0182-293-060	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,653.84
60	0182-293-070	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,307.72
61	0182-293-080	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,198.24
62	0182-293-090	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,281.57
63	0182-293-100	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$41,753.18
64	0182-301-010	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$48,377.85
65	0182-301-020	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,426.04
66	0182-301-030	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$39,194.15
67	0182-301-040	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$39,901.19
68	0182-301-050	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,881.64
69	0182-301-060	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,663.90
70	0182-301-070	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,198.24
71	0182-301-080	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$42,390.64
72	0182-301-090	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$45,383.68
73	0182-301-100	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$40,560.70
74	0182-301-110	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$40,515.14
75	0182-301-120	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$41,483.51
76	0182-301-130	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$40,344.05
77	0182-301-140	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,426.04
78	0182-301-150	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,512.74
79	0182-301-160	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,453.17
80	0182-301-170	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,481.84
81	0182-301-180	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,198.24
82	0182-301-190	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,426.04
83	0182-301-200	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,451.50
84	0182-301-210	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,198.24

AUTHORIZATION FOR SALE - PUBLIC AUCTION

85	0182-301-220	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,723.91
86	0182-301-230	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,308.23
87	0182-301-240	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,307.72
88	0182-301-250	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,653.84
89	0182-301-260	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$39,189.97
90	0182-301-270	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$39,437.77
91	0182-302-010	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$40,020.64
92	0182-302-020	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$42,023.74
93	0182-302-030	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$40,778.23
94	0182-302-040	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,653.84
95	0182-302-050	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,490.75
96	0182-302-060	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,471.92
97	0182-302-070	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,491.35
98	0182-302-080	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,427.91
99	0182-302-090	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,495.53
100	0182-302-100	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,507.72
101	0182-310-010	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$60,852.30
102	0182-310-030	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$50,167.21
103	0182-310-040	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$51,535.53
104	0182-310-060	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$42,620.56
105	0182-310-070	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,653.84
106	0182-310-080	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$39,196.65
107	0182-310-090	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$40,873.67
108	0182-310-100	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$44,923.18
109	0182-310-110	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$42,390.01
110	0182-310-120	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,124.51
111	0182-310-150	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,426.04
112	0182-310-180	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,881.64
113	0182-310-200	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$39,109.44
114	0182-310-220	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$38,881.64
115	0182-310-230	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$50,038.72
116	0182-310-250	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$50,949.92
117	0182-310-270	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$49,912.00
118	0182-310-290	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$50,149.59
119	0182-310-300	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$50,038.72
120	0182-310-310	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$50,266.52
121	0182-310-320	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$49,355.32
122	0182-310-330	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$50,494.32
123	0182-310-340	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$49,821.34
124	0182-310-350	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$50,266.52
125	0182-310-360	HIDDEN BROOKE HOLDINGS LLC	NO SITUS	\$57,694.81

TOTAL OF ALL MINIMUM BIDS

\$6,491,311.80



Solano County

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

Agenda Submittal

Agenda #:	14	Status:	Consent Calendar
Type:	Resolution	Department:	General Services
File #:	20-62	Contact:	Megan Greve, 784-7900
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt a resolution and plaque of appreciation for Dave Daly, Airport Manager, upon his retirement from the Solano County Department of General Services, honoring him for 29 years of public service, including 8 years of dedicated public service to Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	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 General Services recommends that the Board of Supervisors adopt a resolution and plaque of appreciation for Dave Daly, Airport Manager, upon his retirement from the Solano County Department of General Services, honoring him for 29 years of public service, including 8 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Dave Daly retired on January 9, 2020 as Airport Manager with the Department of General Services after over 8 years of public service to Solano County and its residents.

Mr. Daly began his Solano County career in June 2011 as the Airport Manager, in the Department of General Services and has overseen a wide range of changes and developments at Nut Tree Airport. His first task was to tackle the Airport Master Plan, a document used to guide the Airport's future development in concert with the Federal Aviation Administration (FAA)'s guidelines. He also developed the Airport Business Plan, a document that highlights and promotes future possible aeronautical and commercial expansion on the Airport's property.

While serving as Airport Manager, Mr. Daly oversaw several major projects on the field. He increased the safety and security of the airport with FAA-approved and funded fence and gate improvements, along with a necessary runway shift of 900 feet away from the large canal at the end of Runway 20. He was instrumental in coordinating with ICON Aircraft's move to Solano County and in having their "through the fence" access and taxiway approved by the FAA.

Mr. Daly improved all aspects of the Nut Tree Airport, from the buildings and tenant spaces to customer service. He oversaw the building of 26 new t-hangars and the renovation of the Airport Administration Building,

along with other office spaces. He was awarded the CGSA Award for Excellence in Management in 2016. He also received the 2017 CSAC Eagle Award for excellence in risk management for his work on the Obstruction Removal Project, which required orchestrated communication between several entities associated with the Airport, including the City of Vacaville, the Center for Freedom and Flight and Solano Community College.

Prior to working for Solano County, Mr. Daly worked for the City of Merced, Yolo County and the City of Lincoln in various roles. He retires with over 29 years of public service and a record of professionalism, excellent project management, and dedication to outstanding customer service.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

The County's Administrator's Office has reviewed the item and concurs with the department's recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING DAVID R. DALY UPON HIS RETIREMENT FROM THE DEPARTMENT OF GENERAL SERVICES WITH OVER 29 YEARS OF PUBLIC SERVICE, INCLUDING OVER 8 YEARS OF DEDICATED PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, David (Dave) R. Daly began his 29 year career in public service in 1990 as a Planner for the City of Merced, served as a Principal Planner and Airport Manager for Yolo County from 2000 to 2005 and served as Airport Manager for the City of Lincoln from 2005 to 2011; and

WHEREAS, Mr. Daly was hired by the County of Solano June 14, 2011 as the Airport Manager for the Nut Tree Airport, a Division of General Services; and

WHEREAS, Mr. Daly facilitated the development of long-range planning documents to steer the future of the Airport and ensure the Airport's safety, service and a stronger revenue stream; and

WHEREAS, Mr. Daly, during his tenure, authored multiple grant applications which resulted in more than \$2.6 million of funding from the Federal Aviation Administration (FAA) for improvements to infrastructure and safety at the Nut Tree Airport. These included: a 900-foot shift of the runway and taxiway away from a major safety obstacle in the form of the Putah South Canal; a runway and taxiway rehabilitation; a major fence and gate improvement; and a wildlife hazard assessment for removal of obstruction hazards required by the FAA; and

WHEREAS, Mr. Daly authored a grant application which resulted in more than \$140,000 of funding from the California Department of Transportation, Division of Aeronautics (CalTrans) in 2013. This grant was awarded for the removal of a large grove of eucalyptus trees located on neighboring property, determined to be a safety obstruction by the FAA; and

WHEREAS, Mr. Daly was instrumental in coordinating ICON Aircraft's move to Solano County, facilitated approval of their "through the fence" agreement by the FAA and the construction of their private taxiway and gate; and

WHEREAS, Mr. Daly was awarded the 2017 CSAC Eagle Award for excellence in risk management for his work on the Obstruction Removal Project, which required orchestrating communication between multiple entities associated with the Airport, including the City of Vacaville, the Center for Freedom and Flight and Solano Community College; and

WHEREAS, Mr. Daly was instrumental in improving the future financial stability of the Airport. He facilitated use of Airport funds to build 26 new T-Hangars and renovate the Administration and Hangar A buildings. He also coordinated with multiple parties on the building of new personally-owned private hangars. These improvements and additions to the Airport are for the good of Solano County, the City of Vacaville, and the Airport's tenants and increase the Airport's annual revenue stream; and

WHEREAS, Mr. Daly instilled a culture of positive collaboration with all entities associated with the Nut Tree Airport and Solano County including, but not limited to, the Federal Aviation Administration, the California Department of Transportation, the City of Vacaville, Solano Community College, the Center for Freedom and Flight, the Airport tenants and many more; and

WHEREAS, Mr. Daly has earned the respect and admiration of those who have worked with him over his 29 years of public service.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes David R. Daly for his 29 years of dedicated public service and wishes him success in his future endeavors and a long, happy, and well-deserved retirement.

Dated this 28th day of January, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



Solano County

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

Agenda Submittal

Agenda #:	15	Status:	Consent Calendar
Type:	Contract	Department:	Information Technology - Registrar of Voters
File #:	20-70	Contact:	Tim Flanagan, 784-2703
Agenda date:	01/28/2020	Final Action:	
Title:	Approve a first contract amendment with CherryRoad Technologies, Inc. for \$163,200, for a new total contract amount not to exceed \$223,200, to extend the managed services support through June 30, 2021 to provide technical services and support to the County's PeopleSoft Payroll system; and Authorize the Chief Information Officer to execute the agreement and any amendments within 10% of the contract amount		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Amendment, B - Link to Original Contract		

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

DEPARTMENTAL RECOMMENDATION:

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

1. Approve a first contract amendment with CherryRoad Technologies, Inc. for \$163,200, for a new total amount not to exceed \$223,200, to extend the managed services support through June 30, 2021 to provide technical services and support to the County's PeopleSoft Payroll system; and
2. Authorize the Chief Information Officer to execute the agreement and any amendments within 10% of the contract amount.

SUMMARY/DISCUSSION:

The Department of Information Technology contracted with CherryRoad Technologies, Inc. on August 1, 2019, for \$60,000, to provide ongoing support for the PeopleSoft system. The department is recommending that the Board approve an amendment to increase the contract to \$223,200 and to extend the managed services support through June 30, 2021 to provide technical services and support Peoplesoft.

The PeopleSoft Human Resources and Payroll System has been in use by the County since the 1990's. PeopleSoft currently provides human resources, payroll processing and benefit tracking for all County employees. The application functionality is updated consistently by Oracle and the County team also needs to update functionality based upon new business requirements such as union contracts. These activities are above and beyond the normal maintenance for the application.

The County has contracted with CherryRoad since 2012 to provide technical and support services during the

integration, automation and implementation of functionality components for the PeopleSoft Human Resources, Benefits Administration and Payroll software applications. The current contract with CherryRoad provides application support through a managed services contract including functional, technical, upgrade and infrastructure support as needed.

FINANCIAL IMPACT:

The amendment increases the contract by \$163,200 and extends the contract 17 months or through June 30, 2021. There are sufficient budget appropriations for this project in the Department of Information Technology's FY2019/20 budget and it is already included in budgeted allocations to departments. The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose to not approve this amendment, but this is not recommended, as the contract ensures critical technical and infrastructure support for the PeopleSoft applications.

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and CHERRYROAD TECHNOLOGIES, INC.**

This First Amendment "First Amendment" is entered into as of the 13 day of January 2020, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and CHERRYROAD TECHNOLOGIES, INC. ("Contractor"), each a "Party" and collectively the "Parties".

1. Recitals

- A. The Parties entered into a contract dated July 23, 2019 (the "Contract"), in which Contractor agreed to provide application support services to County.
- B. The Parties desire to extend the term of the Contract to allow for the continuation of services beyond the original term of the Contract.
- C. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: August 1, 2019 to June 30, 2021.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is \$223,200.

C. Scope of Work

Page 13 of Exhibit A-1 ("Pricing") is deleted in its entirety and replaced with the attached Pricing incorporated into this First Amendment as Exhibit A-2.

D. Budget

Exhibit B is deleted in its entirety and replaced with the attached Budget incorporated into this First Amendment as Exhibit B-1.

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO

CherryRoad Technologies, Inc.

COUNTY OF SOLANO

CherryRoad Technologies, Inc.

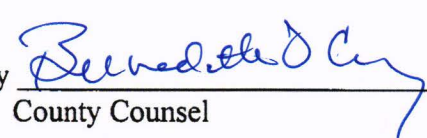
By _____

By  _____

Name/Title:

Nicholas Visco, Chief Financial Officer

APPROVED AS TO FORM

By  _____
County Counsel

Pricing

Associated Fees

Steady State Application Support

August 1, 2019 to January 31, 2020

Service	Hours (per month)	Fee (per hour)	Monthly Fee
Steady State Application Support	80	\$12 50	\$9,600 <u>10,000</u>
Total	80	N/A	\$9,600 <u>10,000</u>

February 1, 2020 to June 30, 2021

Service	Hours (per month)	Fee (per hour)	Monthly Fee
Steady State Application Support	<u>80</u>	<u>\$120</u>	<u>\$9,600</u>
Total	<u>80</u>	<u>N/A</u>	<u>\$9,600</u>

Assumptions:

1. ~~The initial "Term" of this support SOW will be for 6 months, commencing on the date of execution. The Term may be extended by mutual agreement between the County and CherryRoad, upon which the Term will be inclusive of any such extension.~~ The County may terminate this SOW prior to the end of the Term by giving CherryRoad 30 days written notice.
2. The County will be billed for the fixed Monthly Fee at the beginning of each calendar month (the hours and Monthly Fee will be pro-rated for any partial month during the Term). Actual hours will be tracked against the allotted monthly hours available for the month in which the hours are worked by CherryRoad. The County may roll-over a maximum of 24 unused hours from any calendar month into the subsequent calendar month, unless otherwise mutually agreed upon by CherryRoad and the County. All unused hours will be refunded at the end of the Term or upon termination of the SOW by the County.
3. The County and CherryRoad will re-evaluate the hours and scope on a quarterly basis, and the monthly hours and related Monthly Fee can be adjusted at the County's discretion on a quarterly basis
4. The County will grant access to production for the Steady State Support.
5. CherryRoad will follow the County's migration business process.
6. CherryRoad will be given documented approval from the County before production migration occurs.

7. Support rate is available for remote work only. Normal and customary travel expenses will be billed for onsite work requested by the County.
8. If the County requires additional Steady State Support hours during any month, the excess hours will be billed at \$125/hr (for remote work) through January 31, 2020, and then \$120/hr (for remote work) for the remainder of the Term. CherryRoad will invoice excess hours at the end of the relevant calendar month.

Pricing Terms

1. Payment Terms: CherryRoad invoices are due within 30 days of receipt by the County.

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

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

Steady State Application Support

August 1, 2019 to January 31, 2020

Service	Hours (per month)	Fee (per hour)	Monthly Fee
Steady State Application Support	80	\$125 0	\$9,600 10,000
Total	80	N/A	\$9,600 10,000

February 1, 2020 to June 30, 2021

<u>Service</u>	<u>Hours (per month)</u>	<u>Fee (per hour)</u>	<u>Monthly Fee</u>
<u>Steady State Application Support</u>	<u>80</u>	<u>\$120</u>	<u>\$9,600</u>
<u>Total</u>	<u>80</u>	<u>N/A</u>	<u>\$9,600</u>

Assumptions:

- ~~The initial "Term" of this support SOW will be for 6 months, commencing on the date of execution. The Term may be extended by mutual agreement between the County and CherryRoad, upon which the Term will be inclusive of any such extension.~~ The County may terminate this SOW prior to the end of the Term by giving CherryRoad 30 days written notice.
- The County will be billed for the fixed Monthly Fee at the beginning of each calendar month (the hours and Monthly Fee will be pro-rated for any partial month during the Term). Actual hours will be tracked against the allotted monthly hours available for the month in which the hours are worked by CherryRoad. The County may roll-over a maximum of 24 unused hours from any calendar month into the subsequent calendar month, unless otherwise mutually agreed upon by CherryRoad and the County. All unused hours will be refunded at the end of the Term or upon termination of the SOW by the County.
- The County and CherryRoad will re-evaluate the hours and scope on a quarterly basis, and the monthly hours and related Monthly Fee can be adjusted at the County's discretion on a quarterly basis.
- The County will grant access to production for the Steady State Support.
- CherryRoad will follow the County's migration business process.
- CherryRoad will be given documented approval from the County before production migration occurs.

7. Support rate is available for remote work only. Normal and customary travel expenses will be billed for onsite work requested by the County.
8. If the County requires additional Steady State Support hours during any month, the excess hours will be billed at \$125/hr (for remote work) through January 31, 2020, and then \$120/hr (for remote work) for the remainder of the Term. CherryRoad will invoice excess hours at the end of the relevant calendar month.

Pricing Terms

1. Payment Terms: CherryRoad invoices are due within 30 days of receipt by the County.

2. PAYMENT IN THE EVENT OF EARLY TERMINATION

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

Item # 15
File # 20-70

The following document can be accessed via the link in the list below, in addition to being on file with the Clerk of the Board.

[Link to Original Contract](#)



Solano County

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

Agenda Submittal

Agenda #:	16	Status:	Consent Calendar
Type:	Resolution	Department:	Information Technology - Registrar of Voters
File #:	20-74	Contact:	John Gardner, 784-3366
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt a resolution authorizing the submission of an amended application for State funds for \$2,326,675, an increase of \$917,175, to replace the existing voting system; and Authorize the County Administrator or designee to conduct all negotiations, execute and submit all documents including, but not limited to applications which may be necessary for the completion of the agreement		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Agreement		

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 Registrar of Voters (ROV) recommends the Board of Supervisors to:

1. Adopt a resolution (Attachment A) authorizing the submission of an amended application for State funds for \$2,326,675, an increase of \$917,175 to replace the existing voting system; and
2. Authorize the County Administrator or designee to conduct all negotiations, execute and submit all documents including, but not limited to application which may be necessary for the completion of the agreement (Attachment B).

SUMMARY:

In February of 2019, ROV was notified by the State that the county vote tabulation equipment had been decertified and not allowed for use in the upcoming 2020 elections. ROV proceeded with Board approval to replace its' equipment and prepare for reimbursement from grant 18G30148 provided by the Secretary of State in the amount of \$1,409,500.

ROV has now received an amendment to contract 18G30148 from the Secretary of State, increasing the overall funding by \$917,175 which brings the total grant contract amount to \$2,326,675. Additionally, the county match contribution was changed from a 1:1 match to a 3:1 match, reducing the burden on the county's General Fund.

FINANCIAL IMPACT:

The State has established procedures to require the County to certify by resolution (Attachment A) the

approval of its application and amendment to the contract before submission of the application. The department is requesting authorization to execute a grant application amendment (Attachment B) with the Secretary of State for \$2,326,675 which would require 3:1 matching funds from either county general funds, or federal grant funds. The contract to execute the state grant expires on June 30, 2022. The department has an outstanding federal grant of \$605,017 which does not expire and can be drawn as soon as the need arises.

The grant funds can be used to upgrade voting equipment technology, costs for implementation, and election management system upgrades. The overall initial project costs are estimated to be \$2,668,361. The estimated county match after applying federal grant funds is \$ 318,000.

The matching funds required are included in the FY2019/20 recommended budget. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose to not approve the amended agreement with the Secretary of State's Office. This would result in a potential loss of \$2,326,275 in State revenues that offset County costs. This is not recommended as the replacement costs for a new voting system and FY2019/20 budget item would increase to cover the entire purchase costs.

The Board could elect to not delegate signing authority to staff. This action is not recommended since delegated authority will enable efficient application and execution of the agreement.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
APPROVING THE APPLICATION FOR INCREASE OF FUNDS FOR VOTING SYSTEM
REPLACEMENT CONTRACT CALIFORNIA SECRETARY OF STATE AGREEMENT
NUMBER 18G30148 FOR FISCAL YEAR 2019/2020**

Whereas, the Secretary of State as chief election official has determined existing voting equipment to be at or near life expectancy; and

Whereas, the Secretary of State has been delegated the responsibility for the administration of the Voting System Replacement Contract 2018 to reimburse counties for voting system replacement activities; and

Whereas, the Secretary of State has increased the amount of funding granted to the county to replace voting equipment in time for the 2020 elections; and

Whereas, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State.

Resolved, the Solano County Board of Supervisors authorizes Birgitta Corsello, Solano County Administrator or her designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreement with attachments, payment requests, and so on which may be necessary for the completion of the agreement. A copy of the executed agreement shall be filed with the Clerk of the Board of the Solano County Board of Supervisors.

Agreement	Organization/Agency	Amount
Voting System Replacement Contract 2018	CA Secretary of State (SOS)	\$ 1,409,500
Additional Funding 2019	CA Secretary of State (SOS)	\$ 917,175
Total Grant award	CA Secretary of State (SOS)	\$ 2,326,675

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on January 28, 2020 by the following vote:

AYES: Supervisors: _____

NOES: Supervisors: _____

EXCUSED: Supervisors: _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk



☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 18G30148	AMENDMENT NUMBER 01
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Secretary of State
CONTRACTOR'S NAME
Solano County
2. The term of this Agreement is: February 1, 2019, or upon approval by Dept. of General Services, if required, whichever is later through June 30, 2022
3. The maximum amount of this Agreement after this amendment is: **\$ 2,326,675.20**
Two million three hundred twenty-six thousand six hundred seventy-five dollars and twenty cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 1. The amount of the Agreement is hereby increased by \$ 917,175.20 and shall not exceed \$ 2,326,675.20, which includes \$ 212,425.20 for election management system (EMS) specific funds.
 2. The term of the Agreement is hereby extended through June 30, 2022.
 3. Exhibit A – Scope of Work, Section E. Use of Funds. Item 9., is hereby added to the Agreement, as stated below:
9. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O) expenses.
 4. Exhibit B – Budget Detail and Payment Provisions, Item 7. Retroactive Payments, is hereby replaced in its entirety, as stated below:
7. Retroactive Payments
Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015 and before June 30, 2022.
 5. Exhibit D – Special Terms and Conditions, Section A. Auditing, Item 1., is hereby replaced in its entirety, as stated below:
1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds as follows:
 - a. Counties with 50 or fewer precincts will require no match of funds.
 - b. Counties with 51 or more precincts will require 3:1 or 75%:25% match of funds.
 6. Exhibit B-1 – Funding Detail, is hereby added to the Agreement and attached hereto.

Except as stated herein, all other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Solano County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 675 Texas Street, Suite 2600 Fairfield, CA 94533		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Chief, Management Services Division		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		



Solano County

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

Agenda Submittal

Agenda #: 17
Type: Miscellaneous
File #: 20-75
Agenda date: 01/28/2020
Status: Consent Calendar
Department: Information Technology - Registrar of Voters
Contact: John Gardner, 784-3366
Final Action:
Title: Approve a plaque of appreciation honoring Jewel Hailey, Election Coordinator, upon her retirement from the Solano County Registrar of Voters with over 16 years of dedicated public service to Solano County
Governing body: Board of Supervisors
District: All
Attachments:

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

DEPARTMENTAL RECOMMENDATION:

The Registrar of Voters recommends the Board of Supervisors approve a plaque of appreciation honoring Jewel Hailey, upon her retirement from the Solano County Registrar of Voters with over 16 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Jewel Hailey began her career with the Registrar of Voters on September 9, 2003. She started as an Extra Help employee and quickly moved up the ranks to become Election Coordinator overseeing the departments pollworker program and voter registration services.

She showed her leadership skills as she trained and supported staff, solved complex problems for the department and always would step in to help when called upon.

Ms. Hailey has been a highly respected and valued member of the Registrar of Voters. Her last day of service is December 31, 2019, and she will be greatly missed by her friends and coworkers.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to approve the plaque of appreciation. This is not recommended as this is an

opportunity to recognize Jewel Hailey's dedication and contributions to Solano County.

OTHER AGENCY INVOLVEMENT:

There is no other agency involvement.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	18	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	20-15	Contact:	Gerald Huber, 784-8400
Agenda date:	01/28/2020	Final Action:	
Title:	Approve a contract with Shelter, Inc. for \$177,000 to provide housing navigation services to the homeless CalWORKs population in Solano County for the term of February 1, 2020 through June 30, 2021; and Authorize the County Administrator to execute the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	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 and Social Services (H&SS) recommends that the Board approve a contract with Shelter, Inc. for \$177,000 to provide housing navigation services to the homeless CalWORKs population in Solano County for the term of February 1, 2020 through June 30, 2021; and Authorize the County Administrator to execute the contract.

SUMMARY:

The Housing Support Program (HSP) was established by Senate Bill 855, Chapter 29, Statutes of 2014. The purpose of HSP is to assist families experiencing homelessness through an array of financial assistance and wrap-around supportive services intended to help families secure permanent housing or prevent evictions. HSP is designed to help families quickly secure permanent housing to help achieve self-sufficiency and increase overall child well-being. HSP offers financial assistance and several wrap-around supportive services such as security deposits, rental assistance, utility payments, storage fees, legal fees, household items, case management, and housing navigation.

The contract with Shelter, Inc. is to house the homeless California Work Opportunity and Responsibility to Kids (CalWORKs) population in Solano County by locating affordable housing. This contract is in adherence to the State's CalWORKs Housing Support Program (HSP) funding requirement that Solano County utilize Rapid Rehousing (RR) interventions to help homeless individuals and families secure permanent housing as quickly as possible so families exit homelessness permanently.

FINANCIAL IMPACT:

This contract is funded by the California Department of Social Services (CDSS) CalWORKs Housing Support

Program. The first five months of the contract from February 1, 2020 to June 30, 2020 totals \$52,100 and is funded by the CDSS CalWORKs HSP grant for FY2019/20. The remaining one year term from July 1, 2020 to June 30, 2021 totals \$124,900 and will be funded with the FY2020/21 CalWORKs HSP in Solano County upon approval by CDSS. Contract language specifies that the County's obligation under the contract is subject to the availability of authorized funds. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

Solano County has an estimated 1,286 homeless families that are eligible for the Housing Support Program. For FY2019/20, H&SS has committed to housing 75 new homeless families through HSP. Shelter, Inc. will be responsible for finding available housing units for at least 35 of the 75 families for the first five (5) months (February 2020 - June 2020) of the contract. For the remaining 12 months of the contract Shelter, Inc. will be responsible for finding available housing units for at least 80% of the families that are referred by social workers.

The housing identification responsibilities of Shelter, Inc. include, but are not limited to, (1) facilitating and negotiating the housing application and approval process, (2) verifying unit habitability, (3) verifying affordability, and (4) verifying safety. HSP staff will provide case management services to families, identify and refer eligible families to Shelter, Inc. for house matching, provide clients rent and move-in assistance, and provide other supportive services.

Solano County has a housing vacancy rate of approximately at 2% and when coupled with the lack of a dedicated housing navigators, families face a significant barrier to securing permanent housing. Shelter, Inc. has experience providing housing navigation services in the East Bay Area and this contract can provide substantial assistance to HSP in locating affordable and appropriate housing to eligible families.

ALTERNATIVES:

The Board could choose not to approve this contract with Shelter, Inc., but this is not recommended because Solano County has an existing FY2019/20 allocation of \$125,000 for administration and case management, including costs for housing navigation services. Without the housing navigator support, Solano County will not be able to fully spend the allocation which will impact the County's success in placing families in permanent housing.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
03907-20
Dept., Division, F.Y. #
H&SS, E&ES
BUDGET ACCOUNT:
7665
SUBJECT ACCOUNT:
3153

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

SHELTER Solano, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:

2/1/2020 to 6/30/2021

3. The maximum amount of this Contract is:

\$ 177,000

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




Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on January 28, 2020.

CONTRACTOR	COUNTY OF SOLANO
SHELTER Solano, Inc.	
CONTRACTOR'S NAME	
<u>John Eckstrom</u>  01/06/2020 01:58 PM PST	Birgitta E. Corsello DATED
SIGNATURE	<u>County Administrator</u> TITLE
John Eckstrom, Chief Executive Officer	<u>275 Beck Ave.</u> ADDRESS
PRINTED NAME AND TITLE	<u>Fairfield</u> CA 94533
P.O. Box 2589	CITY STATE ZIP CODE
ADDRESS	Approved as to Content:
<u>Fairfield,</u> CA 94533	<u>Gerald Huber</u>  01/06/2020 03:12 PM PST
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	<u>Daniel Wolk</u>  01/06/2020 02:01 PM PST
	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 1/09/08

EXHIBIT A **SCOPE OF WORK**

1. INTRODUCTION

The Housing Support Program (HSP), was established by Senate Bill 855, Chapter 29, Statutes of 2014, to provide assistance to families experiencing homelessness through an array of financial assistance and wrap-around supportive services intended to help families secure permanent housing or prevent evictions. The program is designed to help families quickly secure permanent housing to help achieve self-sufficiency and increase overall child well-being. The program offers services such as security deposits, rental assistance, utility payments, storage fees, legal fees, household items, case management, and housing navigation.

The current housing vacancy rate of Solano County is approximately at 2% which poses as a significant barrier to HSP's ability to provide permanent housing options to the homeless individuals and families in the county. The services of a housing navigator dedicated to identifying and locating affordable and appropriate housing to the eligible CalWORKs homeless clients supports the program goal to lower barrier in rapid securing of permanent affordable housing.

2. PROGRAM DESCRIPTION AND CONTRACT GOAL

The goal of this contract is to house homeless CalWORKs population in Solano County by locating available affordable housing.

The HSP participates in the Coordinated Entry service system that works with other member agencies in providing housing supports to homeless families. This allows the program to connect eligible homeless families to other community programs that can provide for their needs such as rental subsidies, housing relocation and stabilization services, emergency shelter, parenting classes and nutrition education, case management, and employment services. The Coordinated Entry system aims to lower any barriers that may arise in placing homeless families in available housing.

The HSP follows a Housing First model and uses evidence-based housing interventions, including Rapid Rehousing (RR) designed to assist homeless families to secure permanent housing as quickly as possible without any preconditions such as participation in other health and social services programs.

The HSP can support homeless families for a maximum of two (2) years, depending on each family's circumstances. The FY 2019/2020 State CalWORKs HSP funding for Solano County requires the RR intervention designed to help homeless individuals and families to exit homelessness quickly and permanently.

Solano County has an estimated number of 1,286 homeless families who would be eligible for the HSP. For the current fiscal year 2019-2020, the County has committed to housing 75 new homeless families through HSP.

Specifically, the Contractor will be responsible for finding available housing units for at least 35 of the 75 new homeless families for the first five (5) months (February 2020 – June 2020) of the Contract. For the remaining 12 months of the Contract, which will fall under FY 2020-2021, the Contractor will be responsible for finding available housing units for at least 80% of the new homeless families referred by the program social workers.

3. SCOPE OF WORK LOGIC MODEL FORMAT

Goal 1: Establish new partnerships with landlords and property managers.		
Outcome: 80% of the total eligible homeless families located with available housing will result in permanent housing placement.		
Work Activities	Target Deliverables	Measurable Tools
1) Conduct research to identify and locate new units and/or new landlords who can participate in the CalWORKs Housing Support Program within Solano County and neighboring counties.	Identify 4 potential landlords/property managers per month.	Actual number of landlords/property managers identified per month.
2) Recruit and establish new relationships with landlords and property managers.	Establish new relationships with 2-3 new landlords/property managers per month for first 5 months Establish 4 new relationships per month during FY 20-21.	Actual number of new landlords/property managers recruited per month.
3) Identify new available rental properties from current and new landlords and property managers.	Add 7 new available units to database per month.	Actual number of new available units added to database per month.
4) Locate available housing to at least 35 eligible homeless families within forty-five (45) business days of referral for the first 5 months of the contract.	Locate, match, and place 80% of eligible homeless families referred each month. Locate, match, and place eligible homeless families to available housing within 45 business days of referral.	Actual number of homeless families placed at available housing per month. Actual number of days that homeless families were placed at available housing from receipt of referral.
5) Locate available housing to at least 80% of the new homeless families referred by the program social workers for the remaining 12 months of the contract.	Locate, match, and place 80% of eligible homeless families referred each month. Locate, match, and place eligible homeless families to available housing within 45 business days of referral.	Actual number of homeless families placed at available housing per month. Actual number of days that homeless families were placed at available housing from receipt of referral.

Goal 2: Provide support for coordinated entry and housing retention services.		
Outcomes: 1) 100% inspections completed to all located units. 2) 90% of homeless families contacted within 48 business hours from receipt of referral.		
Work Activities	Target Deliverables	Measurable Tools
1) Conduct initial site visits/inspections at prospective new properties to ensure that the units meet guidelines for habitability using the U.S. Department of Housing and Urban Development Inspection Form.	Inspect all or 100% of new units added to the database per month	Actual number of prospective new units inspected per month.
2) Coordinate with landlords and property managers, and tenants to complete the necessary procedures to certify unit habitability, facilitate negotiations to enter into a lease agreement.	100% contact with landlords to facilitate lease terms, review Tenant and Landlord Orientation and plan move-in Process.	Number of units certified as habitable per month. Number of signed lease agreement per month.
3) Meet with homeless families and attend case conferences to help determine suitable housing placements for each homeless family in the priority list.	Schedule/conduct intake meetings with homeless families within 48 business hours of referral. Attend case conferences as scheduled with H&SS social workers. Attend monthly Resource Connect Solano case Conferences.	Average business hours per month to schedule/conduct intake meetings with homeless families
4) Negotiate and arrange mediation with landlords and property management in conflict with current or former tenants to retain housing. Negotiation include but not limited to rental payments, incentives, and allowable repairs.	Conduct Tenant and Landlord Orientation during leasing process to prevent future issues and establish lines of communication. Respond within two (2) business days to concerns raised by participant and/or landlord, based on applicable law and in consultation with H&SS social workers.	Number of orientations conducted per month Number of new tenant and new landlords attending the orientation

5) Provide necessary capacity building or training to eligible homeless families or current tenants to prevent housing issues in the future that will lead to cancelation of contracts and re-entry to homelessness.	Offer to all participating families the opportunity to participate in the six-part “Ready to Rent” workshop series (before and/or early in placement). Navigators will conduct Tenant and Landlord Orientation during leasing process to prevent future issues and establish lines of communication.	Number of homeless families who participated in the “Ready to Rent” workshop series.
Goal 3: Develop HSP database on landlords and property managers		
Outcome: 100% weekly review and update of available data		
Work Activities	Target Deliverables	Measurable Tools
1) Develop and manage a simple and functional database to monitor partnerships with landlords, unit owners, and property managers; available and filled units; housing placements; new unit’s capacity; unit habitability; and all other categories and indicators needed by the program to fulfill its goals.	Weekly review of available data. Weekly update for new information to ensure all desired information is collected and reported.	Inventory report of available units

4. ADDITIONAL RESPONSIBILITIES

- A. Assist social worker and eligible homeless families in making moving arrangements, completing required documents such as paperwork, background check, identification documents, to expedite housing placements.
- B. In providing services to clients who are non-English speaking and/or who have disabilities Contractor will comply with all civil rights laws and requirements. The Contractor must assign a proportionately sufficient number of qualified bilingual employees to public contact positions for all services provided. Bilingual clients will be provided identical services as those received by English speaking clients for all services. The Contractor will be able to accommodate the County coordinated translators for all languages upon the County request.
- C. Location of services
Services will be provided for clients who reside in any area of the County, including the following cities and surrounding unincorporated areas: Fairfield, Suisun, Cordelia, Vacaville, Dixon, Rio Vista, Benicia, and Vallejo.

D. Meetings

Contractor will participate in meetings with the County to discuss, monitor, and evaluate Contractor services, orientation, reports, outcomes, statistics, policies and procedures, as well as case-monitoring visits with the County for evaluation of progress toward meeting established performance measures or the need for any corrective action.

E. Case Documentation

Contractor will maintain case files which includes documentation of all active and relevant information of household composition, communication between navigator and social workers, clients, and potential landlords/property managers. Contractor staff will document client progress and service referrals. Contractor will maintain case files for three years after the termination of the contract. Case files are confidential and shall be stored in a manner to prevent unauthorized access. Case files will be available to the County for review with reasonable notice.

F. Confidentiality

In addition to meeting confidentiality requirements, included in Exhibit C and Exhibit D of the Contract, all correspondence, communication and reporting mechanisms will adhere to specific guidelines to safeguard the client's confidentiality, including locked cabinet or desk storage. E-mail correspondence will be limited to providing the case number, client's first and last initials, and, only if necessary for identification, the year of birth. No information that would personally identify the individual, including first or last names, date of birth, address, or telephone number, etc. may be included in email correspondence.

5. COUNTY RESPONSIBILITY

A. Case Management

For homeless families who are already receiving HSP services, the program continuously provides case management and wrap-around services such as education on tenant's responsibilities, training on household budgeting, and assistance with credit repair. In addition, the case manager uses an "employment checklist" with all the necessary activities (e.g. resume writing, obtaining driver's license, and so on) that the head of the household will have to complete to enable him/her to be job ready when opportunity arises.

The program prioritizes serving homeless families who are (1) in need of immediate assistance and (2) have the capacity to re-establish financial self-sufficiency soon after receiving program services. To establish urgency of assistance, case managers interview homeless families to determine existence of life-threatening illnesses, high-risk pregnancy, active or fleeing domestic violence, children under age 2, and having 4 children or more in the household. The program also administers the Vulnerability Index and Family Services Prioritization Decision Assistance Tool (VI-F-SPDAT) homeless families scoring 8 or higher qualifies under highly vulnerable population.

B. Rent and Move-In Assistance

The HSP provides 100% rental assistance with security deposits and, first and last month's rent. An ongoing assistance is provided based on family's ability to pay with the goal to prevent renter discharge which will lead families back into homelessness.

C. Supportive Services

County will assess the need for supportive services and authorize accordingly.

6. PERFORMANCE MEASURES

Contractor will:

- A. Add a minimum of seven (7) available units to the HSP database monthly.

- B. Ensure that 100% of referred homeless families will have completed intake process within 48 business hours.
- C. Ensure that 100% of located available units will be inspected by HUD guidelines.
- D. Ensure that at least 80% of referred clients will be placed into permanent housing by the end of each fiscal period.

7. REPORTING REQUIREMENTS

Contractor will:

- A. Submit monthly update of the Scope of Work Logic Model Format for County to monitor progress on activities and deliverables.
- B. Submit monthly expense claims in adherence to Exhibit B of the contract using the format that County will provide.
- C. Submit monthly summary report of new properties, number of families placed in housing, and rental amounts, extracted from the HSP database.
- D. Meet monthly with Solano County's HSP team for the first 90 days of the contract. Frequency of subsequent meetings will be determined based on program needs.

8. CONTRACT MONITORING

Contractor will:

- A. Participate in the County's evaluation of the Contractor's performance under this Contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. The contract monitoring findings and recommendations will be reflected in a report by the County submitted to the Contractor no later than 120 calendar days after the monitoring is completed.
- B. Provide a Corrective Action Plan in response to the contract monitoring report outlining the corrective action plan to address the County's contract monitoring findings no later than 30 days after the County report is issued. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract. The decision of the County regarding termination will be final.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County will, in accordance with the "Contract Budget" attached to this Contract as Exhibit B-1 and incorporated into this Contract by this reference, pay Contractor monthly in arrears for personnel and operating expenses actually incurred in the prior month and pay employer costs, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly invoices for payment should be submitted to County by the 15th day of the subsequent month. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit all monthly invoices for services provided through May 31, no later than June 15 of the following month.
- B. Invoices submitted by Contractor must meet the criteria set forth in section E and be documented by an agency spreadsheet specifying the County's portion of the total agency budget directly attributable to this Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
- C. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B-1, when the cumulative amount of such transfers exceed 10% of the total budget amount. Requests for transfers between budget line items must be presented to the County on the County's "Budget Modification Request Form". Budget line item transfers that exceed 10% of the total budget amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment or real property), provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Employment & Eligibility Services Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the Deputy Director, or designee, regarding the appeal will be final.
- E. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
 - 1) Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.

- 2) Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets for each employee whose time is charged to this Contract must be maintained by Contractor and available upon request by the County.
- 3) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred (realized) during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
- 4) Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. In order to include indirect costs or an indirect cost rate in the contract budget, Contractor must have a negotiated indirect cost rate agreement with a federal agency. A Contractor who does not have such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 10% of modified total direct costs, as defined in 2 CFR part 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to part 200).
- 5) Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method, or the 10% modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

2. ACCOUNTING STANDARDS

- A. Contractor will establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13B. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR part 200, subpart E. Cost Principles and Appendix IV to part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
- C. Contractor will document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

3. PERSONAL PROPERTY

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use.

Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to 2 CFR part 200.436).

4. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to conduct an annual audit, at Contractor's expense, according to the requirement of 2 CFR 200 subpart F Audit Requirements, which identifies all funds granted, received, disbursed and expended.
- B. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, contractor agrees to furnish unaudited financial statements by September 1.
- C. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal government conducts an audit.

5. SUB RECIPIENT MONITORING AND MANAGEMENT

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of contract execution. The County will provide the required format.
- B. In adherence with 2 CFR part 200, subpart D, this Contract (subaward) must include the following information at the time of Contract (subaward) execution. Significant changes to these data elements may require a sub award modification form.
 - 1) Sub recipient Name (which must match the name associated with its UEI number): Shelter Solano, Inc.
 - 2) Sub recipient UEI number: 625691985
 - 3) Federal Award Identification Number (FAIN): 1801CATANF & 1701CATANF
 - 4) Federal Award Date (date when the federal award was signed by authorized official of awarding agency): 04/1/18
 - 5) Sub award Period of Performance Start and End Date: 02/1/20-06/30/21
 - 6) Amount of Federal Funds obligated by this action: \$177,000
 - 7) Total Amount of Federal Funds obligated to the sub recipient: \$177,000
 - 8) Total amount of Federal Award: \$177,000
 - 9) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): County Administered, State Supervised Program to achieve the following TANF goals: 1) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives; 2) End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; 3) Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and 4) Encourage the formation and maintenance of two-parent families.
 - 10) Name of Federal awarding agency, pass-through entity and contact information for awarding official: Administration for Children and Families (ACF)
 - 11) CFDA Number and name: 93.558 Temporary Assistance for Needy Families
 - 12) Identification of whether the award is for research and development. Not Applicable
 - 13) Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR part 200.414 Indirect (F&A) costs): 15.7%

EXHIBIT B-1

Personnel	Annual Salary 2/1/2020- 6/30/2020	Annual Salary 7/1/2020- 6/30/2021	FTE	Total
Housing Navigator	\$22,793	\$54,733	1.00	\$77,526
Housing Resource Manager	\$1,758	\$4,221	.07	\$5,979
Data Analyst	\$2,810	\$6,748	.15	\$9,558
Program Manager	\$265	\$638	.01	\$903
Total	\$27,626	\$66,340		\$93,966
Benefits @ 40.5%	\$11,189	\$26,867		\$38,056
Subtotal Personnel	\$38,815	\$93,207		\$132,022
Operating				
	Annual Cost 2/1/2020- 6/30/2020	7/1/2020- 6/30/2021		
3 HMIS Licenses	\$480	\$1,152		\$1,632
Mileage and Toll Fees	\$4,297	\$10,141		\$14,438
Title Searches	\$103	\$247		\$350
Marketing Expense	\$735	\$1,765		\$2,500
Rent and Utilities	\$600	\$1,440		\$2,040
Subtotal Operating Expenses	\$6,215	\$14,745		\$20,960
Overhead Expenses @ 15.7%	\$7,070	\$16,948		\$24,018
<u>Total Expenses</u>	<u>\$52,100</u>	<u>\$124,900</u>		<u>\$177,000</u>

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

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

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

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

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

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

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

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

G. Other Insurance Provisions

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

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

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

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

- (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

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

9. DEFAULT

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

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et

seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of

insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation.

Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$44,250.

2. SPECIAL RESPONSIBILITIES OF CONTRACTOR

Contractor will:

- A. If Contractor is a non-profit organization, submit verification.
- B. Adhere to the same restrictions and conditions set forth in the 2019 DHCS Agreement No. 16-48, between the Department of Health Care Services and the County, in addition to the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this Contract. A copy of the Agreement and Guidelines will be provided to the designated Privacy/Security Officer of the Contractor by the County.
- C. Adhere to the same restrictions and conditions set for in the 2019 CDSS Agreement No. 16-6140, between the California Department of Social Services and the County, in addition to the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this Contract. A copy of the Agreement and Guidelines will be provided to the designated Privacy/Security Officer of the Contractor by the County.

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

3. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

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

4. BREACH REPORTING OBLIGATION

Contractor will immediately notify H&SS Compliance and Quality Assurance Unit by telephone at 707-784-3198 plus email: HSS-Compliance@SolanoCounty.com or report online by utilizing this link: <https://solanocounty.complytrack.com/portal> upon discovery of a breach of secured and unsecured PII or when Contractor reasonably believes PII information has been accessed or acquired by an unauthorized person, and upon the discovery of a suspected security incident that involved data provided to Contractor.

5. CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor will:

- A. Provide services to any person, regardless of age, color, disability, marital status, national origin, Limited-English Proficiency (LEP), political affiliation, race, religion or sex.
- B. Comply with civil rights requirements as directed by County, which includes, but is not limited to the following:
 - 1) Ensure public contact staff attends civil rights training.
 - 2) Ensure notices and correspondences sent to participants are in their respective primary language and provide interpreters to ensure meaningful access of services to all applicants.
- C. Maintain a record of all civil rights materials provided by County and ensure all applicants are provided with the civil rights materials.
- D. Develop and use procedures for receiving and forwarding civil rights complaints as follows:
 - 1) County Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between Contractor and the H&SS Civil Rights Coordinator.
 - 2) Refer or forward all complaints to the H&SS Civil Rights Coordinator within two business days of receiving it. If forwarding a written complaint, Contractor must maintain a copy.
 - 3) CCM/CRL shall not attempt to investigate civil right complaints. All investigations are handled by the H&SS Civil Rights Coordinator.
 - 4) Civil rights complaints shall not be scanned as documentation in CalWIN.

6. VENDOR ASSURANCE OF COMPLIANCE

Contractor will execute the form attached as Exhibit "D-1"

7. DRUG FREE WORKPLACE

Contractor will execute the form attached as Exhibit "D-2".

8. CHILD/ADULT ABUSE

Contractor will execute the forms attached as Exhibits "D-3" and "D-4".

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

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

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

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

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

This assurance is binding on Shelter Solano, Inc. directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

John Eckstrom



01/06/2020
01:58 PM PST

Signature

1333 Willow Pass Road, Suite 206
Concord, CA 94520

(08/13/01)

CR50-Vendor Assurance of Compliance

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION
(rev-09/01/94)

Shelter Solano, Inc.

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

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

CERTIFICATION

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

John Eckstrom



01/06/2020
01:58 PM PST

Signature

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Signature: John Eckstrom  01/06/2020
01:58 PM PST

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions: Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|---|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution
including foster homes and
group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility,
including adult day health
care facilities | 21. Any other person who provides
goods or services necessary to
avoid physical harm or mental
suffering and who performs duties |
| 11. Regional center for persons
with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Signature: John Eckstrom  01/06/2020
01:58 PM PST



Solano County

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

Agenda Submittal

Agenda #:	19	Status:	Consent Calendar
Type:	Contract plus Resolution	Department:	Health and Social Services
File #:	20-11	Contact:	Gerald Huber, 784-8400
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt a resolution approving a second contract amendment with the California Department of Health Care Services for \$49,136, for a total contract of \$7,334,876, to provide services under the Substance Abuse Prevention and Treatment Block Grant for the period of July 1, 2017 through June 30, 2020; and Authorize the County Administrator to sign and execute this contract amendment and any administrative amendments issued by the State		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - Amendment 2, C - Link to Original Contract and Amendment		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services (H&SS) recommends that the Board adopt a resolution approving a second contract amendment with the California Department of Health Care Services for \$49,136, for a total contract of \$7,334,876, to provide services under the Substance Abuse Prevention and Treatment Block Grant (SABG) for the period of July 1, 2017 through June 30, 2020; and Authorize the County Administrator to sign and execute this contract amendment and any administrative amendments issued by the State.

SUMMARY:

The State Department of Health Care Services (DHCS) issued a second amendment to the previously executed SABG contract, which went into effect July 1, 2017. DHCS now requires Board of Supervisors' approval for mental health and substance use disorder contracts.

This contract amendment includes an increase of \$49,136 in the discretionary portion of the block grant allocation for FY2019/20. This increases the total contract amount from \$7,285,740 to \$7,334,876.

Technical amendments to the contract include the following:

1. California Civil Rights Laws Certification
2. Contractor Certification Clause regarding the laws of the State of California
3. Removal of Exhibit F, Attachment 1, Social Security Administration Agreement

4. Clarification of requirements and documents which are incorporated by reference into the contract
5. Statement that the contractor (County or its subcontractors) shall not collect fees from any beneficiary when Medi-Cal is billed for the same service
6. Clarification on circumstances in which funds may be used for inpatient hospital-based substance abuse programs
7. Clarification on the types of audits required based upon the amount of a subcontract to a nonprofit organization

FINANCIAL IMPACT:

Federal SABG funding is allocated based on the Federal Grant award period. Expenditure periods for funding is 21 months. The additional \$49,136 of discretionary funds from this amendment must be expended by June 30, 2021. The Department will assess if the additional funds are needed at FY2019/20 Midyear and will adjust the Working Budget at that time if needed. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

The Substance Abuse Block Grant provides counties with funds that are to be used for substance use disorder (SUD) prevention, treatment, recovery support, and other services, as a supplement to the services funded by Medi-Cal, Medicare, or private insurances. SABG funds are considered a funding source of last resort; any services that are billable to an insurance must be used first, with a few exceptions. Solano County uses SABG funds in all SUD service contracts to reimburse for services that are not funded by Medi-Cal, namely residential treatment, individual counseling, and case management support.

The SABG program targets the following populations and service areas:

- Pregnant women and women with dependent children;
- Intravenous Drug Users;
- Tuberculosis services; and
- Primary prevention services for individuals not identified as needing treatment - Primary prevention services are overseen by the Public Health Division and are guided by a five-year Prevention Plan which is available online at vibesolano.com.

In addition to Primary Prevention, SABG also includes a set-aside for Friday Night Live (student prevention programs), perinatal substance use disorder treatment, and adolescent and youth treatment. SABG can also be used for aftercare services as well as sober living housing for clients while they are in outpatient treatment. The current SABG Policy Manual which outlines guidelines for use of these funds can be accessed at: dhcs.ca.gov under the category of "services."

ALTERNATIVES:

The Board could choose not to approve this contract. This is not recommended because this contract is required to continue providing services with these allocated funds and the current amendment includes an increase in the allocation to Solano County.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this contract, but several contracted providers receive funds associated with this State contract.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE
SUBSTANCE ABUSE BLOCK GRANT CONTRACT BETWEEN THE CALIFORNIA STATE
DEPARTMENT OF HEALTH CARE SERVICES AND SOLANO COUNTY**

Whereas, the Substance Abuse Prevention and Treatment Block Grant (SABG) provides funding for both prevention and treatment; and

Whereas, SABG funding prioritizes treatment for perinatal women and intravenous drug users and provides funding for those substance use disorder services that are not covered by Medi-Cal; and

Whereas, treatment funds are overseen by the Health and Social Services, Behavioral Health Division and a 20 percent set aside of Prevention funds is overseen by the Public Health Division; and

Whereas, the Department of Health Care Services issued the SABG second contract amendment retroactive to July 1, 2017 through June 30, 2020; and

Whereas, the amended three year contract total is \$7,334,876.

Resolved, that the Solano County Board of Supervisors authorizes the County Administrator to sign and execute the SABG contract #17-94165 and any administrative amendments.

Passed by the Solano County Board of Supervisors at its regular meeting on January 28, 2020 by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

STANDARD AGREEMENT AMENDMENT

STD. 213A_DHCS (Rev. 04/19)

☒ Check here if additional pages are added: 68 Page(s)

Agreement Number 17-94165	Amendment Number A02
Registration Number:	

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

State Agency's Name

(Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

Contractor's Name

(Also referred to as Contractor)

County of Solano2. The term of this Agreement is: **July 1, 2017**
through **June 30, 2020**3. The maximum amount of this **\$ 7,334,876**
Agreement after this amendment is: **Seven Million, Three Hundred Thirty-Four Thousand, Eight Hundred Seventy-Six Dollars**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. **Purpose of amendment:** This amendment modifies the terms and conditions as outlined in the original contract and increases budget year 3.III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$49,136 and is amended to read: ~~\$7,285,740 (Seven Million, Two Hundred Eighty-Five Thousand, Seven Hundred Forty Dollars)~~ **\$7,334,876 (Seven Million, Three Hundred Thirty-Four Thousand, Eight Hundred Seventy-Six Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

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

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

County of Solano

By (Authorized Signature)

Date Signed (Do not type)

Printed Name and Title of Person Signing

Birgitta E. Corsello, County Administrator

Address

**275 Beck Avenue MS 5-200
Fairfield, CA 94533****STATE OF CALIFORNIA**

Agency Name

Department of Health Care Services

By (Authorized Signature)

Date Signed (Do not type)

Printed Name and Title of Person Signing

Carrie Talbot, SSMI, Contracts Section

Address

**1000 G Street, 4th Floor, MS 4200, P.O. Box 997413,
Sacramento, CA 95899-7413****CALIFORNIA
Department of General Services
Use Only**☐ Exempt per: **W&I Code 14087.4**

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

Exhibit A, Attachment I A2 – Program Specifications (25 pages)

All references to Exhibit A, Attachment I A1 – Program Specifications, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit A, Attachment I A2 – Program Specifications. Exhibit A, Attachment 1 A1 – Program Specifications is hereby replaced in its entirety by the revised exhibit.

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

Exhibit B A2 – Budget Detail and Payment Provisions (14 pages)

All references to Exhibit B A1– Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit B A2 – Budget Detail and Payment Provisions. Exhibit B A1– Budget Detail and Payment Provisions is hereby replaced in its entirety by the revised exhibit.

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

Exhibit B, Attachment I A2 – Funding Amounts (1 page)

All references to Exhibit B Attachment I A1– Funding Amounts, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit B Attachment I A2 – Funding Amounts. Exhibit B Attachment I A1 – Funding Amounts is hereby replaced in its entirety by the attached revised exhibit.

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

Exhibit D(F) – Special Terms and Conditions (27 pages)

All references to Exhibit D(F) – Special Terms and Conditions (rev 8/17) in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit D(F) – Special Terms and Conditions (rev 03/19). Exhibit D(F) – Special Terms and Conditions is hereby replaced in its entirety by the attached revised exhibit with the revision date of 3/19.

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

**Exhibit A, Attachment I A2
Program Specifications**

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

Section 1 - Formation and Purpose

A. Authority

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

B. Federal Award Subrecipient

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Contract is a subaward of the federal award to DHCS.
2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SABG set forth in the Uniform Guidance 2 CFR Part 200, as codified by the U.S. Department of Health and Human Services (HHS) at 45 CFR Part 75.
3. As a subrecipient, the Contractor shall:
 - a) Maintain effective internal control over the SABG funds.
 - b) Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.
 - c) Evaluate and monitor its activities and the activities of all subcontractors for compliance with applicable statutes, regulations, and terms and conditions of the subaward.
 - d) Address any instances of noncompliance promptly, including noncompliance identified in audit findings.
4. The Contractor shall disclose, in writing to DHCS, any potential conflict of interest in accordance with HHS' grant policy.
(<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsqps107.pdf>).

**Exhibit A, Attachment I A2
Program Specifications**

5. The Contractor shall timely disclose, in writing to DHCS, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant. If the Contractor fails to make a required disclosure, DHCS may seek those remedies described in 45 CFR Section 75.371.
6. The Contractor shall have a single audit performed in accordance with the audit requirements set forth in 45 CFR Part 75, Subpart F.

C. Control Requirements

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

**Exhibit A, Attachment I A2
Program Specifications**

- j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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

- 2. The provisions of this Exhibit A, Attachment I, Part I, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
- 3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
- 4. Driving-Under-the-Influence Program Requirements (Documents 1C) contains additional requirements that shall be adhered to by the Contractor.
- 5. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to this Contract as Document 2F(b), incorporated by reference. The incorporation of any new Minimum Quality Drug Treatment Standards into this Contract shall not require a formal amendment.

Section 2 – General Provisions

A. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm. SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

B. Primary Prevention

- 1. The SABG regulation defines "Primary Prevention Programs" as those programs "directed at individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121), and "a comprehensive prevention program

**Exhibit A, Attachment I A2
Program Specifications**

which includes a broad array of prevention strategies directed at individuals not identified to be in need of better treatment” (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The Contractor shall expend not less than its allocated amount of the SABG Primary Prevention Set-Aside funds on primary prevention as described in the SABG requirements (45 CFR 96.124).

2. Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration’s Strategic Prevention Framework (SPF) in developing the plan as described at <http://www.samhsa.gov/capt/applying-strategic-prevention-framework>. DHCS will only approve SPP’s that demonstrate that the Contractor utilized the SPF. Contractor shall:
 - a) Follow DHCS guidelines provided in the SPP Workbook for Counties utilizing the SPF (http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SPP_Workbook.pdf).
 - b) Begin preparing a new SPP by October 1 of the year prior to the expiration date of the current SPP.
 - c) Submit a timeline, no later than October 1 of the year prior to the expiration date of the current SPP, for approval to DHCS Prevention Analyst that includes proposed dates for submitting each chapter of the SPP (outlined in the SPP Workbook).
 - d) Submit drafts of each SPP chapter to DHCS Prevention Analyst for review and approval according to the approved timeline.
 - e) Submit a completed draft of the SPP to DHCS Prevention Analyst no later than May 31st that includes the previously approved chapters for final review and approval.
 - f) Provide an electronic copy of the final SPP to DHCS Prevention Analyst within 10 business days of approval and input planning data from the approved SPP into the Primary Prevention Substance Use Disorder Data Service (PPSDS) according to the PPCSDS Data Quality Standards (http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SPP_Workbook.pdf).

**Exhibit A, Attachment I A2
Program Specifications**

[er-PPFD/PPSDS Data Quality Standards.pdf](#)).

C. Friday Night Live

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

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

D. Perinatal Practice Guidelines

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

- E. Funds identified in this Contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described in subchapter XVII of Chapter 6A of Title 42, the USC.**
- F. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment**
1. Contractor may use SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), to cover the cost of room and board of residents in

**Exhibit A, Attachment I A2
Program Specifications**

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

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

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

Section 3 - Performance Provisions

A. Monitoring

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

SUDCountyReports@dhcs.ca.gov or

**Exhibit A, Attachment I A2
Program Specifications**

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

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

B. Performance Requirements

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
 - a) Lack of educational materials or other resources for the provision of services.
 - b) Geographic isolation and transportation needs of persons seeking services or remoteness of services.
 - c) Institutional, cultural, and/or ethnicity barriers.
 - d) Language differences.
 - e) Lack of service advocates.
 - f) Failure to survey or otherwise identify the barriers to service accessibility.
 - g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the ~~"List of Exhibit A, Attachment I – Documents Incorporated by Reference," for Fiscal Year 2017-18~~ which is attached to this Exhibit A, Attachment I.
4. The funds described in Exhibit A, Attachment I shall be used exclusively for providing alcohol and/or drug program services.
5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or

**Exhibit A, Attachment I A2
Program Specifications**

auditing reviews of the county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a Corrective Action Plan (CAP). The Contractor in coordination with its subcontracted provider shall submit a CAP to DHCS within the designated timeframe specified by DHCS. The CAP shall be sent by secure, encrypted e-mail to:
SUDCountyReports@dhcs.ca.gov or

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

6. The CAP shall:
 - a) Restate each deficiency.
 - b) List all of actions to be taken to correct each deficiency.
 - c) Identify the date by which each deficiency shall be corrected.
 - d) Identify the individual who will be responsible for correction and ongoing compliance.
7. DHCS will provide written approval of the CAP to the Contractor within 30 calendar days. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
8. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

C. Sub-recipient Pre-Award Risk Assessment

Contractor shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Contractor shall review the merit and risk associated with all potential subcontractors annually prior to making an award.

Contractor shall perform and document annual sub-recipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

**Exhibit A, Attachment I A2
Program Specifications**

Section 4 - Investigations and Confidentiality of Administrative Actions

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

Part II – General

- A. Additional Contract Restrictions

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

- B. Hatch Act

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

- C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

- D. Noncompliance with Reporting Requirements

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

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

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

**Exhibit A, Attachment I A2
Program Specifications**

F. Debarment and Suspension

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

G. Restriction on Distribution of Sterile Needles

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

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

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

1. Trading Partner Requirements

- a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

**Exhibit A, Attachment I A2
Program Specifications**

- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

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

3. Adequate Testing

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

4. Deficiencies

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

5. Code Set Retention

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

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete,

**Exhibit A, Attachment I A2
Program Specifications**

and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

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

J. Counselor Certification

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

K. Cultural and Linguistic Proficiency

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

L. Intravenous Drug Use (IVDU) Treatment

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

M. Tuberculosis Treatment

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

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

**Exhibit A, Attachment I A2
Program Specifications**

N. Trafficking Victims Protection Act of 2000

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

O. Tribal Communities and Organizations

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

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

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

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

Q. Youth Treatment Guidelines

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

R. Perinatal Practice Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are

**Exhibit A, Attachment I A2
Program Specifications**

established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

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

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

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

T. Nondiscrimination in Employment and Services

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

U. Federal Law Requirements:

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

**Exhibit A, Attachment I A2
Program Specifications**

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

V. State Law Requirements:

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

W. Additional Contract Restrictions

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

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access

**Exhibit A, Attachment I A2
Program Specifications**

to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

Y. Subcontract Provisions

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

Part III – Reporting Requirements

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

A. The Contractor shall complete the following:

1. Quarterly Federal Financial Management Report (QFFMR)
 - a) The Contractor shall submit the QFFMR Form 5089 located: http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx. The Contractor shall submit the QFFMR describing the preceding quarter's SABG expenditure by March 1, June 1, September 1, and December 1 of each year.
2. SABG Quarterly Ledger Detail
 - a) The Contractor shall submit Form 5117 located: http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx. This form shall serve as backup detail for the QFFMR. The Contractor shall submit Form 5117 by March 1, June 1, September 1, and December 1 of each year.
3. Budget Plan Report
 - a) The Contractor shall submit Form 5116 located:

**Exhibit A, Attachment I A2
Program Specifications**

http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx. This form shall set forth the budget for all funds from all sources that the Contractor intends to use to provide alcohol and other drug abuse services. The Contractor shall submit the form annually by May 15.

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

The CalOMS-Tx business rules and requirements are:

1. Contractor shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with a vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from the new or modified system.
3. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.
6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls. Contractor staff responsible for CalOMS-Tx data entry must have sufficient knowledge of the CalOMS-Tx Data Quality Standards. All new CalOMS-Tx

**Exhibit A, Attachment I A2
Program Specifications**

users, whether employed by the Contractor or its subcontractors, shall participate in CalOMS-Tx trainings prior to inputting data into the system.

8. Contractor shall implement and maintain a system that complies with the CalOMS-Tx data collection system requirement for electronic submission of CalOMS-Tx data.
9. Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions, ~~and Exhibit F, Attachment I – Social Security Administration Agreement.~~

C. Primary Prevention Substance Use Disorder Data Service

The Primary Prevention Substance Use Disorder Data Service (PPSDS) business rules and requirements are:

1. Contractors and/or subcontractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, Contractor shall comply with the PPSDS Data Quality Standards (http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf).
2. Contractor shall report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month.
3. Contractor shall review all data input into the prevention data collection service on a quarterly basis. Contractor shall verify that the data meets the PPSDS Data Quality Standards. Certification is due by the last day of the month following the end of the quarter.
4. If Contractor cannot meet the established due dates, a written request for an extension shall be submitted to DHCS Prevention Analyst 10 calendar days prior to the due date and must identify the proposed new due date. Note that extensions will only be granted due to system or service failure or other extraordinary circumstances.
5. In order to ensure that all persons responsible for prevention data entry have sufficient knowledge of the PPSDS Data Quality Standards, all new users of the service, whether employed by the Contractor or its subcontractors, shall participate in PPSDS training prior to inputting any data.

D. System Failures and Contractor Obligations Regarding CalOMS-Tx and PPSDS Reporting Requirements

**Exhibit A, Attachment I A2
Program Specifications**

1. If the Contractor experiences system or service failure or other extraordinary circumstances of CalOMS Tx that affects its ability to submit timely CalOMS-Tx data. Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov.
2. If the Contractor is unable to submit CalOMS Tx data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted prior to the data submission deadline at: SUDCalomssupport@dhcs.ca.gov. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before SABG payments are withheld.
3. If the Contractor experiences system or service failure or other extraordinary circumstances of PPSDS that affects its ability to submit timely PPSDS data, the Contractor shall report the problem to the PPSDS Help Desk at (916) 552-8933 or PrimaryPvSUDData@dhcs.ca.gov.
4. If the Contractor is unable to submit PPSDS data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted to the assigned DHCS Prevention Analyst prior to the data submission deadline and must identify the proposed new due date.
5. If DHCS experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.
6. Contractor shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.
7. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
2. The Contractor shall ensure that treatment providers who reach or exceed 90

**Exhibit A, Attachment I A2
Program Specifications**

percent of their dedicated capacity, report this information to DHCSOWPS@dhcs.ca.gov within seven days of reaching capacity.

3. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
4. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
5. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov before the established data submission deadlines. The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before SABG payments are withheld pursuant to 45 CFR Section 75.371 and HSC Section 11817.8. (See Exhibit B, Part II, Section (2)(A)(6)).
6. If DHCS experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
7. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

F. Charitable Choice

Contractor shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. The Contractor shall annually submit this information to DHCS' Program Support and Grants Management Branch by e-mail at CharitableChoice@dhcs.ca.gov by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

G. Master Provider File (MPF) Documentation Requirements

The Department shall generate a County MPF Report for the Contractor on the last day of each month and shall send the report to the Contractor. The Contractor shall review the County MPF Report and confirm whether the information, including the contract

status and identification information for each provider listed in the County MPF Report,

**Exhibit A, Attachment I A2
Program Specifications**

is accurate and up to date.

If any information contained in the County MPF Report is inaccurate or has changed, Contractor shall send a written notification to the MPF mailbox at: DHCSMPF@dhcs.ca.gov within five business days of the Department's issuance of the County MPF report. If a Non-DMC provider's information is not accurate or has changed, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at: DHCSMPF@dhcs.ca.gov within five business days of the Department's issuance of the County MPF report. If the contract status has changed for either a DMC or Non-DMC provider, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at: DHCSMPF@dhcs.ca.gov within five business days of the Department's issuance of the County MPF report. Specific types of changes and/or inaccuracies include, but are not limited to, a change in an existing provider's contract status with the County, a change in scope of services, remodeling of the provider's facility, relocation or facility expansion, or closing of a facility site.

When establishing a new subcontractor relationship, the Contractor shall submit the "New Provider Information Form (Non-DMC) Form" to request a new record be created in the MPF database to identify the new subcontractor. A new CalOMS Data Reporting Number (DRN) will be assigned to the facility. The Contractor's obligation to review the accuracy of the records of their sub-contracted provider(s) extends to all county and out-of-county SUD providers, regardless of the funding source or DHCS licensing and/or certification status.

All SUD Provider Information forms can be requested from the MPF Team through the electronic mail address: DHCSMPF@dhcs.ca.gov

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

1. A Notice of Deficiency (Deficiencies) issued to Contractor regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to the DHCS within 30 days.
2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS shall withhold funds until all data is submitted. DHCS shall inform the Contractor when funds will be withheld.

**Exhibit A, Attachment I A2
Program Specifications**

Part IV – Definitions

Section 1 - General Definitions

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

- A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.
- C. **"Corrective Action Plan (CAP)"** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.
- E. **"Days"** means calendar days, unless otherwise specified.
- F. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide SABG services to persons eligible for Contractor's services.
- G. **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by DHCS for the current fiscal year.
- H. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by DHCS. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
- I. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.
- J. **"Key points of contact"** means common points of access to substance use treatment services from the county, including but not limited to the county's beneficiary problem

**Exhibit A, Attachment I A2
Program Specifications**

resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.

- K. **"Maximum Payable"** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I.
- L. **"Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.
- M. **"SABG Amount"** means the contracted amount of SABG funds for services agreed to by DHCS and the Contractor.
- N. **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use disorder services hereunder.
- O. **"Preliminary Settlement"** means the settlement of only SABG funding for counties that do include DMC funding.
- P. **"Revenue"** means Contractor's income from sources other than DHCS allocation.
- Q. **"Room and board"** means payment of the cost of the lodging (or a room) and food.
- R. **"Service Area"** means the geographical area under Contractor's jurisdiction.
- S. **"Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".
- T. **"State"** means the Department of Health Care Services or DHCS.
- U. **"Sub-recipient Pre-Award Risk Assessment"** means the Contractor's responsibility to review the merit and risk associated with all potential grant recipients prior to making an award as described in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance.
- V. **"Utilization"** means the total actual units of service used by clients and participants further defined as the count of persons with initial admissions and subsequent admission(s) to an episode of care.

**Exhibit A, Attachment I A2
Program Specifications**

DOCUMENTS INCORPORATED BY REFERENCE

~~The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:~~

All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:
<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L,
Substance Abuse Prevention and Treatment Block Grant
Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix - County Submission Requirements for
the Department of Health Care Services

Document 1G: Perinatal Practice Guidelines FY 2018-19

https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf

Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards
(May 1, 2017)

http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf

Document 1V: Youth Treatment Guidelines

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

**Exhibit A, Attachment I A2
Program Specifications**

Document 2F(b):	Minimum Quality Drug Treatment Standards for SABG
Document 2P:	County Certification - Cost Report Year-End Claim For Reimbursement
Document 3G:	California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 4 - Narcotic Treatment Programs https://govt.westlaw.com/calregs/Search/Index
Document 3H:	California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 8 - Certification of Alcohol and Other Drug Counselors https://govt.westlaw.com/calregs/Search/Index
Document 3J:	CalOMS Treatment Data Collection Guide http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf
Document 3S:	CalOMS Treatment Data Compliance Standards http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_compliance%20standards%202014.pdf
Document 3T:	Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
Document 3T(a):	SAPT Authorized and Restricted Expenditures Information (April 2017)
Document 3V :	Culturally and Linguistically Appropriate Services (CLAS) National Standards https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53
Document 5A :	Confidentiality Agreement

**Exhibit B, Attachment I A2
Funding Amounts**

Fiscal Year 2017-18		2017-18 Funding Amount
		Original
SAPT Block Grant - FFY 2018 Award (10/1/17 to 6/30/19)		
Duns #: 126617427 Federal Grant #: 2B08TI010062-18		
CFDA: 93.959 FAIN: T110062-18		
- Discretionary		1,714,826
- Prevention Set-Aside		469,425
- Friday Night Live/Club Live		30,000
- Perinatal		171,102
- Adolescent/Youth		33,890
TOTAL		2,419,243

ORIGINAL THREE-YEAR TOTAL		7,257,729
A01 THREE-YEAR TOTAL		7,285,740
A02 THREE-YEAR TOTAL		7,334,876

Fiscal Year 2018-19		2018-19 Funding Amount
		A01
SAPT Block Grant - FFY 2019 Award (10/1/18 to 6/30/20)		
Duns #: 126617427 Federal Grant #: 2B08TI010062-19		
CFDA: 93.959 FAIN: T110062-19		
- Discretionary		1,742,837
- Prevention Set-Aside		469,425
- Friday Night Live/Club Live		30,000
- Perinatal		171,102
- Adolescent/Youth		33,890
TOTAL		2,447,254

Fiscal Year 2019-20		2019-20 Funding Amount	
		Original	A02
SAPT Block Grant - FFY 2020 Award (10/1/19 to 6/30/21)			
Duns #: 126617427 Federal Grant #: 2B08TI010062-20			
CFDA: 93.959 FAIN: T110062-20			
- Discretionary		4,744,826	1,763,962
- Prevention Set-Aside		469,425	469,425
- Friday Night Live/Club Live		30,000	30,000
- Perinatal		171,102	171,102
- Adolescent/Youth		33,890	33,890
TOTAL		2,419,243	2,468,379

Exhibit B A2
Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Funding Authorization

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

C. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. If so, DHCS may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

D. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

If the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Contract with no liability occurring to DHCS, or offer an amended agreement to Contractor to reflect the reduced amount.

E. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

Exhibit B A2
Budget Detail and Payment Provisions

2. Contractor shall maintain for review, audit, and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Contract to permit a determination of expense allowability.
 3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
 4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to HSC Code 11817.8(e).
- F. Maintenance of Effort for the Substance Abuse Prevention and Treatment Block Grant
1. Notwithstanding any other provision in this Contract, the Director of DHCS may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of Federal Substance Abuse Prevention and Treatment Block Grant (SABG) funds (42 United States Code (U.S.C.) Sect 300x-30).
 2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the Federal SABG Maintenance Of Effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to HSC Section 11798 subdivision(a) in an effort to maintain the statewide SABG MOE.
 3. Pursuant to HSC Section 11814(d)(3), a county shall notify DHCS in writing of proposed local changes to the county's expenditure of funds. DHCS shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain DHCS wide SABG MOE.
- G. SABG Primary Prevention Services Expenditure Requirement

Pursuant to Title 42, U.S.C. Section 300x-22(a), the Contractor shall expend a minimum of 20 percent of SABG funds for primary prevention services. The Contractor shall expend primary prevention funds for strategies, programs, and services directed at individuals who have not been determined to require treatment for a substance use disorder. These programs shall educate and counsel individuals on substance abuse and provide for activities to reduce the risk of such abuse by the individuals. The Contractor shall give priority to programs for populations that are at risk of developing a

Exhibit B A2
Budget Detail and Payment Provisions

pattern of substance abuse and ensure that those programs develop community-based prevention strategies.

H. SABG Women Services Expenditure Requirement

Pursuant to Title 42, U.S.C. 5 Section 300x-22(b) and 45 Code of Federal Regulations (CFR) 96.124(c), for each state fiscal year (SFY) the Contractor shall expend an amount of SABG funds not less than the amount expended by the Contractor in fiscal year 1994 on perinatal services, pregnant women, and women with dependent children. The Contractor shall expend that percentage either by establishing new programs or expanding the capacity of existing programs in the manner described in Exhibit G of the annual SABG allocation, "County Share of SABG Women Services Expenditure Requirements" (found at http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/11-Exhibit_G.pdf).

Section 2 – General Fiscal Provisions – SABG

A. Revenue Collection

Contractor shall conform to revenue collection requirements in HSC Sections 11841, by raising revenues in addition to the funds allocated by DHCS. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. **Contractor shall not collect fees from any beneficiary when Medi-Cal is billed for the same service.** Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the SABG funds allocated to the Contractor and other Contractor or subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I, Part I, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

Exhibit B A2
Budget Detail and Payment Provisions

Part II – Reimbursements

Section 1 - General Reimbursement

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The amount payable under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213 DHCS.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by DHCS for that fiscal year or the SABG amount, whichever is less. Changes to allocated funds will require a written amendment to the Contract.
4. For each fiscal year, DHCS may settle costs for services based on the year-end cost settlement report. The year-end cost settlement shall be the final amendment for the state fiscal year.

Section 2 - Substance Abuse Prevention and Treatment Block Grant (SABG)

A. Amounts Payable for SABG

1. DHCS shall reimburse the Contractor in arrears based upon quarterly invoicing.
2. Quarterly Invoicing-Quarterly Federal Financial Management Report (QFFMR)
 - a) The Contractor shall complete QFFMRs as prescribed in Exhibit A, Attachment I, Part III, Section A, Subsection 1. These quarterly QFFMRs serve as expenditure reports and invoices for payment. The Contractor shall incur expenditures before receiving payment from its allocation.

Exhibit B A2
Budget Detail and Payment Provisions

- b) The Contractor shall submit the QFFMR describing the preceding quarter's SABG expenditure by March 1, June 1, September 1, and December 1 of each year.
- c) DHCS shall review QFFMR reports to ensure that costs are reasonable and do not exceed the Contractor's allocation. Inaccuracies in the report shall be resolved by the Contractor prior to receiving payment.
- 3. Pursuant to 45 CFR Section 75.371 and HSC Section 11817.8, DHCS may withhold SABG payments if the Contractor fails to:
 - a) Submit any forms and reports to DHCS by each due date, including but not limited to, forms required pursuant to Exhibit A, Attachment I, Part III.
 - b) Submit a Contract amendment within 90 days from issuance from DHCS to the Contractor.
 - c) Submit monitoring reports and attest to the completion of CAPs or services provided pursuant to this Contract.
 - d) Monitor its subcontractors pursuant to Exhibit A, Attachment I, Part I.
- 4. In the event DHCS withholds SABG payment, the Contractor's payment shall commence with the next scheduled payment following DHCS' receipt and acceptance of complete and accurate reports, data, or executed Contract. The payment shall include any funds withheld pursuant to Section 2(A)(5).
- 5. Adjustments may be made to the total Contract amount and funds may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I, Part I.

B. Payment Provisions

For each fiscal year, the total amount payable by DHCS to the Contractor for services provided under Exhibit A, Attachment I, Part I, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I, Part I, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds require a written amendment to the Contract. DHCS may settle costs for SABG services based on the year-end cost settlement report as the final amendment to the approved single state/county Contract.

- C. In the event of a Contract amendment, as required by the preceding paragraph, the Contractor shall submit to DHCS the information identified in Exhibit E, Section (1)(B).

Exhibit B A2
Budget Detail and Payment Provisions

To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, DHCS and the Contractor may agree to amend the Contract after the issuance of the first Budget Act allocation.

D. Accrual of Interest

Any interest accrued from state-allocated funds and retained by the Contractor shall be used for the same purpose as DHCS-allocated funds from which the interest was accrued.

E. Expenditure Period

SABG funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21 through 300x-66, and Title 45 CFR 96.120 et seq., within the availability period of the grant award. Any SABG funds that have not been expended by the Contractor at the end of the expenditure period identified below shall be returned to DHCS for subsequent return to the Federal Government.

1. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
2. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
3. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
4. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.
5. The expenditure period of the FFY 2019 award is October 1, 2018 through June 30, 2020.

F. Contractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Sections 75.302(b)(1) through (6), and 45 CFR Section 96.30.

G. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.

H. Contractors receiving SABG funds shall track obligations and expenditures by individual SABG award, including, but not limited to, obligations and expenditures for

Exhibit B A2
Budget Detail and Payment Provisions

primary prevention, services to pregnant women and women with dependent children.
“Obligation” shall have the same meaning as used in 45 CFR Section 75.2.

I. Restrictions on the Use of SABG Funds

Contractor shall not use SABG funds provided by the Contract on the following activities:

1. Provide inpatient services.
2. Make cash payments to intended recipients of health services.
3. Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment.
4. Satisfy any requirement for the expenditure of SABG funds as a condition for the receipt of federal funds.
5. Provide financial assistance to any entity other than a public or nonprofit private entity.
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm.
7. Purchase treatment services in penal or correctional institutions of the State of California.
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.
9. Carry out any program prohibited by 42 USC 300x-21 and 42 USC 300ee-5 such that none of the funds provided under this Act or an amendment made by this Act shall be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the United States Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.
10. Exception regarding inpatient hospital services:
 - a) ~~Medical necessity as precondition: With respect to compliance with the agreement made under this Exhibit, Part II, Section 2(I), a State may expend a grant under 42 USC 300x-21 to provide inpatient hospital services as treatment~~

Exhibit B A2
Budget Detail and Payment Provisions

~~for substance abuse only if it has been determined, in accordance with guidelines issued by the Secretary, that such treatment is a medical necessity for the individual involved, and that the individual cannot be effectively treated in a community-based, nonhospital, residential program of treatment.~~

- b) ~~Rate of payment: In the case of an individual for whom a grant under section 300x-21 of this title is expended to provide inpatient hospital services described in paragraph (a), a funding agreement for the grant for the State involved is that the daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse.~~

a) Contractor may expend a grant for inpatient hospital-based substance abuse programs subject to the limitations of paragraph (I)(10)(b) of this section only when it has been determined by a physician that:

- i. The primary diagnosis of the individual is substance abuse, and the physician certifies this fact;**
- ii. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program;**
- iii. The Service can reasonably be expected to improve an individual's condition or level of functioning;**
- iv. The hospital-based substance abuse program follows national standards of substance abuse professional practice; and**

b) In the case of an individual for whom a grant is expended to provide inpatient hospital services described above, the allowable expenditure shall conform to the following:

- i. The daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, nonhospital, residential programs of treatment for substance abuse; and**
- ii. The grant may be expended for such services only to the extent that it is medically necessary, i.e., only for those days that the patient cannot be safely treated in a residential, community-based program.**

Exhibit B A2
Budget Detail and Payment Provisions

11. Waiver regarding construction of facilities:

- a) In general: The Secretary may provide to any State a waiver of the restriction established in 42 USC 300x–31, subsection (a)(1)(C), for the purpose of authorizing DHCS to expend a grant under section 42 USC 300x–21 for the construction of a new facility or rehabilitation of an existing facility, but not for land acquisition.
- b) Standard regarding need for waiver: The Secretary may approve a waiver under 42 USC 300x–31(c), only if DHCS demonstrates to the Secretary that adequate treatment cannot be provided through the use of existing facilities and that alternative facilities in existing suitable buildings are not available.
- c) Amount: In granting a waiver under 42 USC 300x–31(c), the Secretary shall allow the use of a specified amount of funds to construct or rehabilitate a specified number of beds for residential treatment and a specified number of slots for outpatient treatment, based on reasonable estimates by DHCS of the costs of construction or rehabilitation. In considering waiver applications, the Secretary shall ensure that DHCS has carefully designed a program that will minimize the costs of additional beds.
- d) Matching funds: The Secretary may grant a waiver under 42 USC 300x–31 (c), only if DHCS agrees, with respect to the costs to be incurred by DHCS in carrying out the purpose of the waiver, to make available non-federal contributions in cash toward such costs in an amount equal to not less than \$1 for each \$1 of federal funds provided under 42 USC 300x–21.
- e) Date certain for acting upon request: The Secretary shall act upon a request for a waiver under 42 USC 300x–31 (c), not later than 120 days after the date on which the request is made.

12. Provide services reimbursable by Medi-Cal:

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

Exhibit B A2
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1 - General Fiscal Audit Requirements

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Contract are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 CFR, Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:
 - 1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
 - 2. To validate data reported by the Contractor for prospective contract negotiations.
 - 3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
 - 4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
 - 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
 - 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives.
- C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.

Exhibit B A2
Budget Detail and Payment Provisions

- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective actions as a result of its finding in any areas.

Section 2. SABG Financial Audits

- A. Contractor shall monitor the activities of all of its subcontractors to ensure that the SABG funds are used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the grant, and that performance goals are achieved.
- B. Contractor may use a variety of monitoring mechanisms, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. Contractor may charge federal awards for the cost of these monitoring procedures if permitted under 45 CFR 75.425.
- C. Contractor shall submit to DHCS a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual desk review or site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. On-site visits focus on compliance and controls over compliance areas. The DHCS County Monitoring Unit analyst shall make site visits to the subcontractor location(s), and can use a variety of monitoring mechanisms to document compliance requirements. The Contractor shall follow-up on any findings and the corrective actions.
 - 1. Contractor shall be responsible for any disallowance taken by the Federal Government, DHCS, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. DHCS shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any CAP in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such CAP plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within one year from the date of the plan.
- E. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. If any fiscal adjustments remain after the Contractor and subcontractor have exhausted the internal appeals process, any SABG funds outstanding shall be returned to DHCS. This section shall not apply to those grievances

Exhibit B A2
Budget Detail and Payment Provisions

or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.

- F. If the Contractor fails to comply with federal statutes, regulations, or the terms and conditions of the grant, DHCS may impose additional conditions on the subaward, including:
1. Requiring additional or more detailed financial reports.
 2. Requiring technical or management assistance.
 3. Establishing additional prior approvals.
- G. If DHCS determines that the Contractor's noncompliance cannot be remedied by imposing additional conditions, DHCS may take one or more of the following actions:
1. Temporarily withhold cash payment pending correction of the deficiency by the Contractor.
 2. Disallow all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend the award activities or terminate the Contractor's subaward.
 4. Recommend that the suspension or debarment proceedings be initiated by the federal awarding agency.
 5. Withhold further federal awards.
 6. Take other remedies that may be legally available.

Exhibit B A2
Budget Detail and Payment Provisions

Part IV – Records

Section 1 - General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract performance and contract compliance.

Contractor shall make these records available to SAMHSA, Inspectors General, the Comptroller General, DHCS, or any of their authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.
2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Part I, Section 3.
6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for

Exhibit B A2
Budget Detail and Payment Provisions

retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

7. The Contractor shall retain all records in accordance with the time periods outlined in 45 CFR Section 75.361.
8. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit B, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. To ensure that necessary corrective actions are taken, financial audit findings that are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
7. Audit and Record Retention	25. Officials Not to Benefit
8. Site Inspection	26. Four-Digit Date Compliance
9. Federal Contract Funds	27. Prohibited Use of State Funds for Software
10. Termination	28. Use of Small, Minority Owned and Women's Businesses
11. Intellectual Property Rights	29. Alien Ineligibility Certification
12. Air or Water Pollution Requirements	30. Union Organizing
13. Prior Approval of Training Seminars, Workshops or Conferences	31. Contract Uniformity (Fringe Benefit Allowability)
14. Confidentiality of Information	32. Suspension or Stop Work Notification
15. Documents, Publications, and Written Reports	33. Public Communications
16. Dispute Resolution Process	34. Compliance with Statutes and Regulations
17. Financial and Compliance Audit Requirements	35. Lobbying Restrictions and Disclosure Certification
18. Human Subjects Use Requirements	

1. Federal Equal Opportunity Requirements

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

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

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment/Property definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.
- (1) Equipment/property purchases shall not exceed \$50,000 annually.

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

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

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

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

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

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

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

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

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

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

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

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

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

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

5. Subcontract Requirements

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

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

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

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

6. Income Restrictions

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

7. Audit and Record Retention

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

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

8. Site Inspection

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

9. Federal Contract Funds

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

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

10. Termination

a. For Cause

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

b. For Convenience

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

11. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

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

b. Retained Rights / License Rights

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

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

c. Copyright

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

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

- (1) Contractor represents and warrants that:
 - (a) It is free to enter into and fully perform this Agreement.

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

g. Intellectual Property Indemnity

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

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

12. Air or Water Pollution Requirements

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

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

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

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

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

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

17. Financial and Compliance Audit Requirements

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

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

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

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

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

21. Smoke-Free Workplace Certification

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

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

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

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

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. Union Organizing

(Applicable only to grant agreements.)

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

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

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

32. Suspension or Stop Work Notification

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

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

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

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

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

35. Lobbying Restrictions and Disclosure Certification

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

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

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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

b. Prohibition

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

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

California Department of Health Care Services

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB

0348-0046

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

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

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

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

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

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

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

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

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

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

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

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

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> <i>County of Solano</i>		<i>94-6000538</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <i>Birgitta E. Corsello, County Administrator</i>		
<i>Date Executed</i> 	<i>Executed in the County and State of</i> <i>Solano, California</i>	

The Contract and Amendment 1 between Solano County and the California Department of Health Care Services can be accessed at the web pages that are linked below, in addition to being on file with the Clerk of the Board.

[A - Link to California Department of Health Care Services Contract #17-94165](#)

[B - Link to California Department of Health Care Services Amendment 1 #17-94165-A01](#)



Solano County

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

Agenda Submittal

Agenda #:	20	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	20-45	Contact:	Gerald Huber, 784-8400
Agenda date:	01/28/2020	Final Action:	
Title:	Approve a second contract amendment with Seneca Family of Agencies for \$199,172 for a total contract amount of \$1,386,525 to provide Transition Age Youth Full Service Partnership services for high-risk, transition-aged youth ages 16-25, including Commercially Sexually Exploited Children/Youth (CSEC) ages 10-25, for the period July 1, 2019 through June 30, 2020; Authorize the County Administrator to execute the amendment; and Approve an Appropriations Transfer Request (ATR) for \$332,866 to recognize revenue and related appropriations for this contract amendment (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Second Amendment, B - Link to Original Contract and First 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 Department of Health and Social Services (H&SS) recommends that the Board of Supervisors approve a second contract amendment with Seneca Family of Agencies for \$199,172 for a total contract amount of \$1,386,525 to provide Transition Age Youth Full Service Partnership services for high-risk, transition-aged youth, ages 16-25, including Commercially Sexually Exploited Children/Youth (CSEC) ages 10-25 for the period July 1, 2019 through June 30, 2020; authorize the County Administrator to execute the amendment; and approve an Appropriations Transfer Request (ATR) for \$332,866 to recognize revenue and related appropriations for this contract amendment (4/5 vote required).

SUMMARY:

Implementation of Solano County's Mental Health Services Act (MHSA) current Integrated Three-Year Program Plan began in FY2017/18 and includes Full Service Partnership (FSP) intensive mental health services for individuals of all ages with severe mental health conditions, including high risk transition aged youth (TAY) and Commercially Sexually Exploited Children/Youth (CSEC) consumers. As awareness about the issue of CSEC increases in the community, the number of children/youth identified as needing intensive mental health services has increased. The proposed contract amendment with Seneca will provide an increase in capacity to serve more high-risk, transition-aged youth diagnosed with a severe mental illness including the CSEC population.

FINANCIAL IMPACT:

The second amendment of \$199,172 will increase the total contract amount to \$1,386,525 for the contract term July 1, 2019 to June 30, 2020. MHSA Community Services and Supports revenue (CSS) and Short Doyle Medi-Cal revenues will fund the contract amendment. As appropriations for this amendment are not included in the FY2019/20 Adopted Budget, an ATR for \$332,866 is needed to appropriate expenditures and recognize associated revenues (4/5 vote required). There is no impact to the County General Fund.

DISCUSSION:

On June 25, 2019, the Board approved a contract with Seneca Family of Agencies (Seneca) for \$1,187,353 to provide the Transition Age Youth (TAY) Full Service Partnership (FSP) services for Solano County for the FY2019/20. The contract serves youth ages 16-25 who have been diagnosed with a severe mental illness and require intensive mental health services. In addition to serving TAY age group, the contract includes FSP-level services for the Commercially Sexually Exploited Children/Youth (CSEC) specialty population ages 10-25.

FSP services are provided to consumers through a multi-disciplinary team of mental health clinicians, mental health support counselors, psychiatrists, a peer/family support counselor, and a CSEC survivor/mentor for CSEC consumers. FSP-level services are provided to individuals with a severe mental health condition at risk of hospitalization, homelessness, involvement with the criminal justice system, and/or child welfare. The TAY FSP program is outlined in the Solano County MHSA Integrated Three-Year Plan for FY2017/18 through FY2019/20 approved by the Board of Supervisors on January 24, 2017. The contract expansion to serve CSEC children/youth is included in the FY2017/18 MHSA Annual Update.

The first Seneca contract amendment included a language amendment on the billing codes to facilitate accurate billing of services to the consumers. The proposed second amendment includes an increase of \$199,172 to support additional direct service staff and increase capacity to serve more consumers.

Seneca utilizes the Child and Adolescent Needs and Strengths (CANS) and Adult Needs and Strengths Assessment (ANSA) as primary assessment tools guiding treatment planning and measuring clinical progress. These tools have helped Seneca in tracking consumers' progress from initial assessment to discharge. In FY2017/18, Seneca served 30 consumers of which twelve (12) were identified as CSEC, including 9 who were ages 12-17. In FY2018/19 Seneca served 50 consumers, 24 which were CSEC, including 15 who were ages 10-15. The proposed amendment will position the program to increase staffing to increase capacity to treat more consumers. During FY2018/19, Seneca successfully achieved the following annual performance outcomes:

- Seneca's FSP program met its goal of having a less than 25% psychiatric hospitalization rate for consumers who were hospitalized within six (6) months prior to admission to the program.
- 75% of consumers achieved or partially achieved a treatment goal as measured by improved scores on the CANS and/or ANSA tool/s administered at admission, at the six-month mark, and/or at discharge.
- 88% of consumers achieved and/or maintained stable housing, surpassing the contract goal of 70%.
- 64% of consumers measured with a skills-based assessment tool demonstrated improved knowledge and skills related to independent living skills.

For the first quarter of the FY2019/20 contract, Seneca has served a total of 33 consumers with an annual goal to serve 40-60 consumers. Another notable success for the first quarter is that 100% of the consumers are currently sheltered and housed, significantly reducing the risk of the youth becoming homeless during and after the program interventions.

ALTERNATIVES:

The Board may choose not to approve the second amendment with Seneca. This is not recommended as it would prevent the County from completing program requirements established in the MHSA Integrated Three-Year Plan and meeting the legal mandates to provide FSP-level services for high risk populations at greater risk of homelessness, hospitalization, and involvement with the criminal justice and child welfare systems. Not providing intensive FSP-level services for the TAY and CSEC populations will result in increased risk of youth being victimized or further victimized.

OTHER AGENCY INVOLVEMENT:

The Solano County MHSA Integrated Three-Year Plan for FY2017/18 through FY2019/20, and subsequent Annual Updates, have been developed in collaboration with community stakeholders including consumers, family members, County and community-based providers, law enforcement, local educational agencies, veterans, faith-based organizations, and the local Mental Health Advisory Board. Community stakeholders and the MHSA Steering Committee endorsed continuing to fund the TAY FSP program and specialized services for the CSEC population. Additionally, the Seneca program works closely with Child Welfare Services and Juvenile Probation to provide intensive treatment services for CSEC consumers.

County Counsel has reviewed the contract amendment for legal sufficiency.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND SENECA CENTER**

This Second Amendment is made on December 17, 2019, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Seneca Center ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2019 (the "Contract"), in which Contractor agreed to implement a full-service partnership for transition age youth in Solano County.
- B. The County amended the Contract ("First Amendment"), dated October 1, 2019, to modify the Budget of the Contract.
- C. The County now needs to modify the Budget of the Contract a second time.
- D. This Second Amendment represents an increase of \$199,172 of the Contract.
- E. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Contract is \$1,386,525."

B. Budget

- (1) Exhibit B-1 is deleted in its entirety and replaced with the Budget attached to and incorporated by this reference as Exhibit B-1-1.
- (2) Exhibit B is amended to delete all references to Exhibit B-1 and replaced with Exhibit B-1-1.

3. Effectiveness of Contract

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By _____
Birgitta E. Corsello
County Administrator

APPROVED AS TO FORM

By Bernadette Curry  12/18/2019 11:30 AM EST
County Counsel

CONTRACTOR

KL

By Leticia Galyean  12/17/2019 08:43 PM EST
Leticia Galyean, Executive Director

APPROVED AS TO CONTENT

By Gerald Huber  12/18/2019 11:26 AM EST
Gerald R. Huber, Director
Health and Social Services Department

EXHIBIT B-1-1		
FY 2019/20		
Personnel	FTE	
Executive Director	0.1	\$ 14,420
Program Director	0.25	\$ 22,105
Assistant Program Director	0.30	\$ 24,251
Clinical Director	0.05	\$ 5,682
Clinicians	3	\$ 180,250
Intake Coordinator	1	\$ 61,800
Program Manager	1	\$ 80,173
Administrator on call	Varies	\$ 3,000
Mental Health Counselors	3	\$ 141,398
CSEC Survivor - Peer	1	\$ 44,990
24/7 Support Line Stipend	\$75/day	\$ 27,375
Clerical/Program Assistant	0.20	\$ 9,427
Health Information Specialist	0.50	\$ 31,065
Maintenance	varies	\$ 6,500
Total FTE and Salary	10.4	\$ 652,436
Fringe		\$ 169,634
		\$ 822,070
Operational		
Utilities		\$ 2,988
Facility Interest		\$ 3,000
Building Depreciation and Leasehold Improvements		\$ 3,500
Building Maintenance and Supplies		\$ 5,900
Office Supplies		\$ 2,000
Telephone		\$ 5,880
Postage		\$ 50
Mileage Reimbursement		\$ 25,000
Vehicle Operation		\$ 3,000
Conference & Training		\$ 2,300
Clinical Training Stipend		\$ 1,500
In Service Training		\$ 250
Printing		\$ 600
Staff Recruitment		\$ 1,200
Administrator on Call Supplies		\$ 588
Expendable Equipment		\$ 1,500
Department Equipment		\$ 1,200
Client Support: Clothing		\$ 1,200
Client Support: Child Transportation		\$ 1,000
Client Support: Client Housing & Supplies		\$ 24,732
Client Support: Treatment Supplies		\$ 2,300

County of Solano
Standard Contract

Seneca Center
03597-20 A2
Exhibit B-1-1
Budget

Client Support: Curriculum Supplies		\$	960
Professional Psychiatric Services		\$	92,880
Nurse		\$	11,440
Client Support: Contract Services		\$	2,340
		\$	197,308
Indirect Costs			
	up to 13.5%	\$	137,616
Subcontractors			
First Place For Youth		\$	229,531
		\$	1,386,525

The original executed Contract and First Amendment can be accessed at the web pages that are linked below, in addition to being on file with the Clerk of the Board.

[A - Link to Seneca Center Contract #03597-20](#)

[B - Link to Seneca Center First Amendment to Contract #03597-20-A1](#)



Solano County

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

Agenda Submittal

Agenda #:	21	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	20-53	Contact:	Gerald Huber, 784-8400
Agenda date:	01/28/2020	Final Action:	
Title:	Approve a first contract amendment with Sierra Vista Hospital for \$190,000, for a total contract amount of \$475,000, to provide additional psychiatric medical services in the current contract period through June 30, 2020; Authorize the County Administrator to execute the amendment; and Approve an Appropriation Transfer Request (ATR) in the amount of \$190,000 to recognize 1991 and 2011 Realignment revenue to fund the amendment (4/5 vote required)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Amendment, B - Link to Original Contract		

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 Health & Social Services (H&SS) recommends that the Board approve a contract amendment with Sierra Vista Hospital for \$190,000 for a total contract amount of \$475,000 to provide additional psychiatric medical services in the current contract period through June 30, 2020; Authorize the County Administrator to execute the amendment; and Approve an ATR in the amount of \$190,000 to recognize 1991 and 2011 Realignment revenue to fund the amendment (4/5 vote required).

SUMMARY:

Sierra Vista Hospital is a full service mental health facility providing inpatient and outpatient psychiatric services. Under the current contract, Sierra Vista Hospital provides assessment, diagnosis, and acute psychiatric inpatient treatment services for Solano County clients in a 24-hour secure setting. Individuals are typically admitted to Sierra Vista Hospital when placed on a Welfare and Institution (W&I) Code section 5150 indicating that the individual is a danger to self, others, or gravely disabled due to a mental illness. This first amendment provides for an additional 194 acute psychiatric bed days and maintains the County's ability to remain WIC 5150 compliant.

FINANCIAL IMPACT:

The contract amendment will be funded with 1991 and 2011 Realignment funds, as services provided by this facility are not Medi-Cal billable. An ATR in the amount of \$190,000 is recommended to recognize revenues to fund the amendment in the FY2019/20 Working Budget (4/5 vote required). The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. There

is no additional financial impact to the County General Fund.

DISCUSSION:

On June 26, 2018, the Board of Supervisors approved a \$285,000 utilization-based contract with Sierra Vista Hospital for the period beginning July 1, 2018 through June 30, 2020. To maintain an effective inpatient system of care, Health & Social Services contracts with hospitals and psychiatric health facilities that flexibly accept and treat individuals who are placed under a Welfare and Institution Code Section 5150 hold. The inpatient admissions typically range between ten and fourteen days in length, with primary focus on locating the appropriate level of care for an individual with persistent mental illness.

This amendment is necessary to provide the continuation of psychiatric services for mental health clients and represents ongoing services through June 30, 2020 and is the first contract amendment for Sierra Vista Hospital.

ALTERNATIVES:

The Board may choose not to approve the contract amendment for Sierra Vista Hospital. This is not recommended as the County is mandated to provide psychiatric services for clients served in the County mental health system. This amendment will ensure continued inpatient psychiatric hospitalization services.

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND SIERRA VISTA HOSPITAL**

This First Amendment is made on January 6, 2020, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Sierra Vista Hospital ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2018 (the "Contract"), in which Contractor agreed to provide Acute Psychiatric Inpatient treatment for Solano County patients who have no insurance or other financial means.
- B. The County now needs to modify the Budget of the Contract.
- C. This First Amendment represents an increase of \$190,000 of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Contract is \$475,000."

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By _____
Birgitta E. Corsello
County Administrator

APPROVED AS TO FORM

By Bernadette Curry  01/13/2020 05:06 PM PST
County Counsel

CONTRACTOR

By Mike Zauner  01/09/2020 02:40 PM PST JG
Mike Zauner, CEO

APPROVED AS TO CONTENT

By Gerald Huber  01/10/2020 11:21 AM PST
Gerald R. Huber, Director
Health and Social Services Department

The Contract between Solano County and Sierra Vista Hospital can be accessed at the web page linked below, in addition to being on file with the Clerk of the Board.

[A - Link to Sierra Vista Hospital Contract #03573-19](#)



Solano County

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

Agenda Submittal

Agenda #:	22	Status:	Consent Calendar
Type:	Contract plus Resolution	Department:	Health and Social Services
File #:	20-64	Contact:	Gerald Huber, 784-8400
Agenda date:	01/28/2020	Final Action:	
Title:	Adopt a resolution affirming the Mental Health Plan Performance Contract with the California Department of Health Care Services (DHCS), as newly required by DHCS, for the period of July 1, 2018 to June 30, 2021 outlining conditions and requirements to receive funding for Mental Health Services Act, Projects for Assistance in Transition from Homelessness and Community Mental Health Services Block Grant programs; and Authorize the County Administrator to sign and execute this contract and any administrative amendments		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution, B - 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 and Social Services (H&SS) recommends that the Board of Supervisors adopt a resolution affirming the Mental Health Plan Performance Contract with the California Department of Health Care Services (DHCS), as newly required by DHCS, for the period of July 1, 2018 to June 30, 2021 outlining conditions and requirements to receive funding for Mental Health Services Act, Projects for Assistance in Transition from Homelessness, and Community Mental Health Services Block Grant programs; and Authorize the County Administrator to sign and execute this contract and any administrative amendments.

SUMMARY/DISCUSSION:

The State Department of Health Care services (DHCS) recently issued the Mental Health Plan (MHP) performance contract retroactively to July 1, 2018, and also recently implemented a requirement for Board of Supervisors approval of DHCS contracts for mental health and substance use disorder services.

Described as the MHP Performance Contract, this contract outlines the responsibilities that the County has in providing mental health services in accordance with several functions: Mental Health Services Act (MHSA), Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH) grant, Community Mental Health Services Block Grant (MHBG), Crisis Counseling Assistance and Training Program (CCP), and community mental health services pursuant to the Bronzan McCorquodale Act. Of note, the CCP section does not currently apply; it defines funding that can be awarded upon Presidential declaration of an emergency. If enacted, participation in the CCP is voluntary.

The contract outlines the County's obligations such as reporting requirements and audits. Solano County receives funds in accordance with three of the functions covered by this contract, each with county-specific annual agreements: MHSA, PATH, and MHBG. The regulations that apply to these funding sources are outlined in the contract. For MHSA, for example, the contract includes the County's requirement to conduct an MHSA stakeholder process, develop Three-Year Plans, and submit annual MHSA Revenue and Expenditure Reports. The contract also cites the sections of the California Code of Regulations and the Welfare and Institution Code that apply to MHSA. In Solano County, the PATH grant funds a portion of a Mental Health Specialist who conducts outreach to the homeless. The MHBG has two set-aside requirements: 1) Early Psychosis - these funds contribute to the Aldea early psychosis program; and, 2) Dual diagnosis - these funds are used to provide residential substance use disorder treatment to mental health clients. The purpose of the unrestricted portion of the MHBG funds are identified annually in a project plan; in the current year they are primarily augmenting the dual diagnosis services and to supplement training activities for Peer Support Specialists.

Services provided under the LPS Act refer to standards associated with involuntary commitment, with a requirement to provide services in the least restrictive setting for individuals served under the Act. The contract outlines the County's obligations in accordance with the LPS act, including requirements of data reporting. Lastly, services provided under the Bronzan McCorquodale Act are those services provided to the indigent population. This act allows for the County to provide services to the indigent to the extent that resources are available.

FINANCIAL IMPACT:

This agreement covers activities funded under the MHSA, PATH, and MHBG programs. The FY2019/20 Adopted Budget includes \$26,408,622 in MHSA, \$294,175 in MHBG, and \$65,709 in PATH. There is no impact to the County General Fund.

ALTERNATIVES:

The Board could choose not to approve this contract. This is not recommended because the County is required to execute this contract to continue providing mental health services under State oversight.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this contract.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - _____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE
MENTAL HEALTH PLAN PERFORMANCE CONTRACT BETWEEN THE STATE
DEPARTMENT OF HEALTH CARE SERVICES AND THE COUNTY**

Whereas, the State Department of Health Care Services (DHCS) issued the Mental Health Plan Performance Contract retroactively to July 2018 through June 2021; and

Whereas, the contract is for “zero dollars” because it outlines the requirements associated with these County-responsible services and funds: Mental Health Services Act, Community Mental Health Services Block Grant, Lanterman Petris Short Act, Bronson McCorquodale Act, Projects for Transition from Homelessness, and the Crisis Counseling Assistance and Training Program; and

Whereas, the requirements in this contract are monitored by the Solano County Health and Social Services, Behavioral Health Division, and services are delivered by both County and contracted providers; and

Whereas, each funding element has its own set of requirements which include audits.

Resolved, that the Solano County Board of Supervisors authorizes County Administrator Birgitta E. Corsello to sign and execute the MHP Performance Contract #18-95280 and any administrative amendments.

Passed by the Solano County Board of Supervisors at its regular meeting on January 28, 2020 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
EXCUSED:	SUPERVISORS	_____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By: _____
Jeanette Neiger, Chief Deputy Clerk

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18-95280

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Solano County Health and Social Services

2. The term of this Agreement is:

START DATE

July 1, 2018

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$0.00 (Zero Dollars)

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

EXHIBITS	TITLE	PAGES
Exhibit A	Program Specification (including Special Terms and Conditions)	21
Exhibit A	Attachment I - Request for Waiver	1
Exhibit B	Funds Provision	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	
Exhibit D	Information Confidentiality and Security Requirements	7
Exhibit E	Privacy and Information Security Provisions (including Attachment A)	31

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Solano County Health and Social Services

CONTRACTOR BUSINESS ADDRESS

275 Beck Avenue

CITY

Fairfield

STATE

CA

ZIP

94533

PRINTED NAME OF PERSON SIGNING

Birgitta E. Corsello

TITLE

County Administrator

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18-95280

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1000 G Street, 4th Floor, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

SSM I

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code §14703

Exhibit A
Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act , Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness , Community Mental Health Services Block Grant , and Crisis Counseling Assistance and Training Program programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

4. Project Representatives

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

Department of Health Care Services Contract Manager: Michael Freeman Telephone: (916) 345-7590 Fax: (916) 440-7621 Email: Michael.Freeman@dhcs.ca.gov	Solano County Health and Social Services Sandra Sinz, LCSW, Behavioral Health Services Director Telephone: (707) 784-8041 Fax: (707) 421-6619 Email: slsinz@solanocounty.com
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Exhibit A
Program Specifications

- B. Direct all inquiries to:

Department of Health Care Services	Solano County Health and Social Services
Behavioral Health – Community Services Division/Contracts and Grants Management Section	Attention: Rob George 275 Beck Avenue Fairfield, CA, 94533
Attention: Casey Heinzen 1500 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413	Fax: (707) 421-6619 Email: rgeorge@solanocounty.com
Telephone: (916) 713-8757 Fax: (916) 440-7621 Email: Casey.Heinzen@dhcs.ca.gov	

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

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,
- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental

Exhibit A
Program Specifications

health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant and Community Mental Health Services Block Grant programs,

- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. THE MENTAL HEALTH SERVICES ACT PROGRAM

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall

Exhibit A
Program Specifications

contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by December 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director") and the County's auditor-controller (or equivalent), using the DHCS-issued certification form. Data submitted shall be full and complete.

If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (c).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.
- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

Exhibit A
Program Specifications

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
 - d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
 - e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)
- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
 - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)

Exhibit A
Program Specifications

- iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
- v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)
- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
- vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
- viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
- ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and

Exhibit A
Program Specifications

that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)

- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old, including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)
 - c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
 - d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services
 - e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)
- 6) Planning Requirements and Stakeholder Involvement:
- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and

Exhibit A
Program Specifications

drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- 1) County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- 2) The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)
- 3) The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
 - community collaboration, as defined in California Code of Regulations, Title 9, section 3200.060;
 - cultural competence, as defined in section 3200.100;
 - client driven, as defined in section 3200.050;
 - family driven, as defined in section 3200.120;

Exhibit A
Program Specifications

- wellness, recovery and resilience focused; and integrated service experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200), except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

8) Department Compliance Investigations:

DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:

- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may

Exhibit A
Program Specifications

request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)

- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:
 - 1) Withhold part or all State mental health funds from County.
 - 2) Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
 - 3) Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. BRONZAN-McCORQUODALE ACT

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living

Exhibit A
Program Specifications

the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive. (Welf. & Inst. Code, § 5614, subd. (b)(4))
- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. LANTERMAN-PETRIS-SHORT ACT

1) Description

The LPS Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS,

Exhibit A
Program Specifications

the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)

- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)
- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.5, inclusive. In addition, a County that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

Exhibit A
Program Specifications

D. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS PROGRAM (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. COMMUNITY MENTAL HEALTH SERVICES GRANT PROGRAM (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x-1 et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds (known as Mental Health Block Grant (MHBG)). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/MHBG.aspx>.

Exhibit A
Program Specifications

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. CRISIS COUNSELING ASSISTANCE AND TRAINING PROGRAM (42 U.S.C. § 5183)

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
 - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration;
 - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
 - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms,

Exhibit A
Program Specifications

supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.

- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)
- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

7. Reporting and Data Submission Requirements

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290cc-35 and 300x through 300x-9, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
 - 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)

Exhibit A
Program Specifications

- 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.
 - 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
 - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
 - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
 - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
 - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
 - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- i. Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - ii. If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction..
 - iii. Make diligent efforts to minimize errors on the CSI error file.
 - iv. Correct all errors on the CSI error file.
 - v. Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.
- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information

Exhibit A
Program Specifications

and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

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

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this

Exhibit A
Program Specifications

Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
 - 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
 - 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant and Community Mental Health Services Grant Program

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph B, Projects for Assistance in Transition from Homelessness Program, or subparagraph C, Community Mental Health Services Grant Program, the Contractor must seek resolution using the process outlined below.

Exhibit A
Program Specifications

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Mental Health Management and Outcomes Reporting Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

Department of Health Care Services

Behavioral Health – Community Services Division/Contracts and Grants Management Section
Attention: Casey Heinzen
1500 Capitol Avenue, MS 2704
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a

Exhibit A
Program Specifications

waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.

- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.
- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services
Behavioral Health – Community Services Division

Operations Branch
Contracts and Grants Management Section
e-mail: MHSA@dhcs.ca.gov.

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

Exhibit A
Program Specifications

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed.

Exhibit A, Attachment I
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code

_____ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
 - Number of the facility's beds designated for involuntary treatment
 - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
 - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

Exhibit B
Funds Provision

1. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Solano County Health and Social Services or to furnish any other considerations under this Agreement and Solano County Health and Social Services shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Solano County Health and Social Services to reflect the reduced amount.

Exhibit D
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

Exhibit D**Information Confidentiality and Security Requirements**

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

1) Personnel Controls

- a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

- a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

Exhibit D**Information Confidentiality and Security Requirements**

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. *Server Security.*** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. *Removable media devices.*** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- h. *Data Destruction.*** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

Exhibit D**Information Confidentiality and Security Requirements**

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

- a. **System Security Review.** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Exhibit D**Information Confidentiality and Security Requirements****4) Business Continuity / Disaster Recovery Controls**

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

- a. **Supervision of Data.** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. **Faxing.** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Exhibit D**Information Confidentiality and Security Requirements**

- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. Notice to DHCS:

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

Exhibit D**Information Confidentiality and Security Requirements**

- E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.
7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

EXHIBIT E**PRIVACY AND INFORMATION SECURITY PROVISIONS**

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT E-1**HIPAA Business Associate Addendum****1. Recitals.**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act. To the extent that data is both PHI or ePHI and Personally

Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be

used to identify the individual, as set forth under 45 CFR Section 160.103.

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. **Permitted Uses and Disclosures of Department PHI by Contractor.**

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. **Prohibited Uses and Disclosures**

- 1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for

which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this

Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
 - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.
 - b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon

Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
- ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) Availability of Information to the Department and Individuals to Provide Access and Information:

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of

the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the

form, to the extent known at that time, to the Information Protection Unit.

- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California,

Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
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See the Exhibit A, Scope of Work for Program Contract Manager information	<p>Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602</p> <p>Email: privacyofficer@dhcs.ca.gov</p> <p>Fax: (916) 440-7680</p>	<p>Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413</p> <p>Email: iso@dhcs.ca.gov</p> <p>Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874</p> <p>Fax: (916)440-5537</p>
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- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
 - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.
- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to

the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section 164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:
 - a. Provide an opportunity for Contractor to cure the breach or

end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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EXHIBIT E-2**Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA****1. Recitals.**

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
 - 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
 - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
 - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security

Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
 - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.
- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use

or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.

- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the

Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b.** Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the

information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- g. If Contractor has reason to believe that duplicate reporting of

the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- h. Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

EXHIBIT E-3**Miscellaneous Terms and Conditions****Applicable to Exhibit E**

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
 - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
 - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.
- 10) **No Waiver of Obligations.** No change, waiver or discharge of any

liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- 1) Upper case letters (A-Z)
 - 2) Lower case letters (a-z)
 - 3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. Paper Document Controls

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.



Solano County

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

Agenda Submittal

Agenda #: 23
Type: Contract
File #: 20-13
Agenda date: 01/28/2020
Status: Consent Calendar
Department: Sheriff's Office
Contact: Angelica Russell, 784-7064
Final Action:
Title: Ratify a Waiver of Judicial Accounting, Acknowledgement, Release, and Refunding Agreement from First Republic Trust Company acting as the trustee for The Alfred Wasthuber Living Trust where the Solano County Sheriff's Office Animal Care is listed as a beneficiary; and Authorize the Sheriff to deposit the distribution of \$147,830.49 into the Animal Care Facility donation account to be utilized for enhanced shelter operations
Governing body: Board of Supervisors
District: All
Attachments: A - Animal Care Facility Procedure - Donations, B - Waiver, Acknowledgment, Release, and Refunding Agreement

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 Sheriff recommends that the Board of Supervisors:

1. Ratify a Waiver of Judicial Accounting, Acknowledgment Release, and Refunding Agreement from First Republic Trust Company acting as the trustee for The Alfred Wasthuber Living Trust where the Solano County Sheriff's Office Animal Care is listed as a beneficiary; and
2. Authorize the Sheriff to deposit the distribution of \$147,830.49 into the Animal Care Facility donation account to be utilized for enhanced shelter operations.

SUMMARY:

Alfred Wasthuber, a former resident of Rio Vista and a cat lover, died on September 3, 2018. In his living trust, he specified that the Solano County Sheriff's Office Animal Care (Animal Care) was to receive 6% of the remaining cash distribution of his estate. The distribution amount, as determined by First Republic Trust Company, the successor trustee for The Alfred Wasthuber Living Trust, is \$147,830.49.

The Sheriff's Office has signed the Waiver of Judicial Accounting, Acknowledgment, Release, and Refunding Agreement (Agreement) and is awaiting the distribution of \$147,830.49. Once received, the Sheriff's Office will deposit the distribution into the Animal Care Facility donation account to be utilized in accordance with existing Animal Care Facility Procedure regarding donations.

FINANCIAL IMPACT:

The distribution to be received from The Alfred Wasthuber Living Trust of \$147,830.49 will be deposited into the Animal Care Facility donation account and utilized to enhance shelter operations and improve the lives of animals in Solano County. The balance in the donation account as of July 1, 2019 was \$70,175.43. Donations amounting to \$16,844.50 were received thus far in FY2019/20, with \$42,688.04 transferred to the Animal Care budget to cover costs for adoptions, spay and neuters and microchipping for members of the public and rescue and foster programs. The current balance in the donation account is \$44,331.89.

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

On November 21, 2018, First Republic Trust Company, the successor trustee for The Alfred Wasthuber Living Trust, notified Animal Care of Mr. Wasthuber's death and that Animal Care had been named a beneficiary of Mr. Wasthuber's estate.

The Sheriff's Office received the Agreement on December 6, 2019 from First Republic Trust Company, indicating that Animal Care was to receive \$147,830.49 from the Alfred Wasthuber Living Trust pending signature from the Sheriff's Office. In December 2019, after consultation with County Counsel and County Counsel's review of the Agreement, the Sheriff's Office signed the Agreement and submitted it to First Republic Trust Company. The Sheriff's Office is now asking the Board of Supervisors to ratify the Agreement.

The Sheriff's Office, upon ratification by the Board of Supervisors, will deposit the distribution of \$147,830.49 into the Animal Care Facility donation account upon receipt. The Animal Care Facility donation account was established in 2018 in collaboration with the Auditor-Controller's Office and the procedure for receiving donations was issued by the Sheriff's Office on March 14, 2018. The Animal Care Facility is a tax-exempt organization under the umbrella of the Internal Revenue Code Section 170(c)(1) status of the County of Solano, and is authorized to accept donations made for a public purpose related to providing necessary care for and enriching the lives of animals within the community and in the County's care. Donations received by the Animal Care Facility are deposited into the Animal Care Facility's donation account and are used solely for animal enrichment to ensure the animals in the facility's care obtain a more pleasant quality of life while in the shelter environment, to raise public awareness on the benefits of spay and neutering pets, and to provide assistance to low-income pet owners in certain aspects of pet care.

Monetary donations are received from in-person donations at the Animal Care Facility, via mail, internet submission on the County's website, through the County's licensing vendor PetData at the time residents license their pets, Amazon Smile, donation boxes at events, corporate donations or the bequeathment of funds as part of an estate or gift in trust and deposited into the Animal Care Facility donation account. Funds in the donation account are used to offset animal enrichment expenses that benefit the animals of Solano County and are utilized at the discretion of the Animal Care Manager to offset promotional adoption specials, microchips for rescue organizations, Spay It Forward program, Hip To Be Tipped program. The funds received from The Alfred Wasthuber Living Trust distribution will be utilized in accordance with the current donation procedure.

ALTERNATIVES:

The Board can choose not to ratify the Waiver of Judicial Accounting, Acknowledgment, Release, and Refunding Agreement; however, this alternative is not recommended as donated funds will be used to offset animal enrichment expenses that benefit the animals of Solano County.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the waiver as to form.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

SOLANO COUNTY SHERIFF'S OFFICE

Animal Care Facility Procedure

1.034

Chapter: Office Operations

Subject: Donations

Date Issued: March 14, 2018

Reference: County Code Chapter 11; Internal Revenue Code section 170(c)(1); Internal Revenue Service Publication 557.

I. PURPOSE

The purpose of this procedure is to provide guidance related to the receipt, use, and accounting of contributions and donations to the Animal Care Facility.

II. PROCEDURE

- A. The Animal Care Facility is a tax exempt organization under the umbrella of the Internal Revenue Code Section 170(c)(1) status of the County of Solano, and is authorized to accept donations made for a public purpose related to providing necessary care for and enriching the lives of animals within the community and in the County's care.
- B. Donations received by the Animal Care Facility are used solely for animal enrichment to ensure the animals in the facility's care obtain a more pleasant quality of life while in the shelter environment, to raise public awareness on the benefits of spay and neutering pets, and to provide assistance to low income pet owners in certain aspects of pet care.
 - 1. Animal enrichment is defined, for the purposes of this procedure, as enhancing the quality of captive animal care by identifying and providing the environmental stimuli necessary for optimal psychological and physiological well-being for the various animals within the shelter environment.
 - 2. Animal enrichment can take various forms, including but not limited to:
 - a. Providing added care to shelter animals in the form of:
 - 1) Varied diet or meeting special medical dietary needs.
 - 2) Bedding materials important to provide comfort and security.
 - 3) Veterinary treatment outside the facility's capabilities.
 - 4) Providing grooming important to supporting good health.

- 5) Safe, comforting and stimulating toys.
- 6) Providing socializing and behavioral training.
- b. Providing low-income community assistance in pet care, including:
 - 1) Supporting a "Pet Food Pantry" to aid pet owner's ability to provide sufficient food to pets.
 - 2) Supporting community awareness of and provision of spay or neutering of pets to reduce the unwanted pet population.
 - 3) Providing vaccination assistance to assist with disease control.
 - 4) Providing education on licensing and rabies regulations.
 - 5) Assisting foster programs to reduce the euthanasia rate and to allow animals to recover from injuries and illness in a non-shelter environment.

C. Receiving Donations

- 1. Monetary Donations
 - a. Monetary donations may be obtained in a variety of methods. These include:
 - 1) In person donations received by office staff.
 - 2) Donations received by mail.
 - 3) Internet submission of funds.
 - 4) General solicitation of funds, such as donation boxes wherein donations for multiple purposes may be comingled and the donors may not be specifically identified, when approved by the Director of Administrative Services.
 - 5) Bequeath of funds as part of an estate or gift in trust.
 - b. Contributions with donor imposed restrictions or constraints, such as bequeath of funds as part of an estate, may be accepted only when authorized by the Animal Care Facility manager. The exception to this rule is donations to the Spay/Neuter Assistance Program (SNAP), which may be accepted at any time by office staff.
 - c. Monetary donations shall be receipted as outlined in the donation accounting procedure, below.
 - d. Alternative controls sufficient to ensure the overall integrity of the donation process may be implemented on an as needed basis by the Animal Care Facility manager.

2. Non-Monetary Donations
 - a. All non-monetary donations must be assessed for appropriateness of use, and accepted or refused based on the ability to use and/or store the items.
 - b. Acceptable non-monetary donations are items that may be utilized for the non-medical care and enrichment of the animals of Solano County. Examples of items accepted for donation include, but are not limited to:
 - 1) Dog, cat, and rabbit food in amounts that can be reasonably stored at the facility.
 - 2) Safe, sturdy and acceptable animal toys.
 - 3) Blankets, comforters, towels and other bedding materials.
 - 4) Grooming items.
 - 5) Collars, harnesses and leashes.
 - 6) Cat litter.
 - 7) Cages, carriers, and live animal traps.
 - 8) Commonly used non-medicinal medical supplies.
 - 9) Newspapers and materials used for small animal bedding or shavings.
 - 10) Sealed, unopened packages of formula for various newborn or infant animals.
 - 11) Other items as deemed appropriate by a supervisor or manager.
 - c. Unacceptable non-monetary donation items are those not used for the care and well-being of the animals, or that may present potential dangers to the animals in the shelter's care. Examples include, but are not limited to:
 - 1) Carpet, sheets and pillow cases.
 - 2) Knitted or crocheted items.
 - 3) Medication.
 - 4) Magazines.
 - 5) Rawhide products.
 - 6) Items past an expiration date.
 - 7) Materials in sufficient amounts that the facility is incapable of proper storage.
 - 8) Any item deemed potentially hazardous or not useful to the needs of the shelter.
 - d. Any time staff is unsure of the usefulness, appropriateness or the physical amount of a non-monetary donation, it shall be refused until such time as a supervisor or manager can assess the property.

3. A tax receipt shall be provided for all monetary donations provided in person, and by mail or within a donation box where the identity and contact information of the donor can be determined. Receipts will be provided upon request for any non-monetary donation.
 - a. This receipt shall contain the County's name, the County's Federal Tax ID number, the amount of the monetary donation, a statement that no goods or services were provided by the County in return for the contribution, if that was the case, and a description and good faith estimate of the value of goods or services, if any, that the County provided in return for the contribution.
 - b. The receipt must have a space for the date and be signed by a supervisor or manager of the facility.

D. Use of Monetary Donations to the Animal Care Facility

1. Funds donated to the facility shall be used to offset animal enrichment expenses that benefit the animals of Solano County and shall be used at the discretion of the Animal Care Facility manager.
2. Funds shall not be used to pay salaries, circumvent County procurement regulations, or to replace planned budgetary expenditures, and shall be utilized in accordance with state and federal restrictions.
3. Funds received for the purposes of supporting the Spay/Neuter Assistance Program (SNAP) shall be used specifically for that program.
4. When contributions with donor imposed restrictions or constraints are accepted, the Animal Care Facility manager will implement processes and controls sufficient to ensure that those specific donations are used as intended. At a minimum, a subsidiary ledger, such as a spreadsheet, will be used to record and account for revenue and expenses associated with restricted donations.

E. Use of Non-Monetary Donations

1. Non-monetary items donated to the shelter are intended for use in the daily care of animals. They shall not be transferred to staff for personal or non-official use.
2. Non-monetary items are not specifically inventoried and tracked, as they are used at the discretion of supervisory staff.
3. Animal food donations may be used for care of both shelter animals and for animals in need within the community.

4. Assistance to pet owners in providing food for animals in the community is provided from a Pet Food Pantry established to act as an animal food bank in coordination with local community partners including, but not limited to:
 - a. Homeless shelters
 - b. Food provision services.
 - c. Food banks
 - d. Church organizations
 - e. Domestic violence shelters and support groups

F. Donation Accounting Procedures for Monetary Donations

1. Recording and receipting donations.
 - a. Donations received In person, excluding donations placed in donation boxes, will be receipted in Chameleon at the time received. This includes in-person donations made in cash, by check, credit card and by debit card.
 - b. Donations received by mail will be receipted at the time received. A Chameleon generated receipt and information regarding the County tax ID number will be forwarded to the donor, when known, by mail.
 - c. Donations made via the internet are provided a printable receipt by the automated donation system and are processed by a contracted agency. This receipt contains the County tax ID number.
 - d. Donation boxes are emptied of funds on a routine basis and receipted as anonymous donations unless donor information is included in the envelope placed in the box. These funds are counted and confirmed by the office supervisor and the Outreach Coordinator, then immediately processed for deposit. Any donations specified for a rescue will be stored in a secure location, to protect from loss
2. At the close of business, donations received by cash or check will be secured with other funds received after deposits were completed in an office safe to prevent loss. Pursuant to requirements of County Code section 11-13, funds exceeding \$500 shall not be stored overnight unless approved in writing by the Auditor's Office.
3. Deposit of donated funds
 - a. All cash monetary donations made to the shelter will be deposited with the County Treasury and applied to the deferred donation account (0001-0010578) within one business day of receipt, whenever possible.

- b. All monetary donations made via debit or credit cards transactions, will be applied to the Animal Care Facility deferred donation account (0001-0010578) on the daily activity journal voucher at the end of the County business day.
 - c. Monetary donations made online are not processed through Chameleon at the time made, but are deposited with the Auditor's Office by a contracted service. These deposits must be rectified by the office supervisor as follows:
 - 1) A deposit statement is received from the Auditor's Office outlining the deposits made.
 - 2) A transaction summary report is printed from the contracted service provider's system outlining funds received.
 - 3) Donations to the animal shelter are identified on the report, verified on the deposit statement, and a Chameleon entry is generated that notes the reference number (transaction/confirmation number) received from Datapointe, which is unique to each donation on the transaction summary report.
 - 4) Online donations are included in the daily closing journal voucher that ensures the donations are placed into the correct corresponding account.
 - a) Debit 0001-0012579 (Animal Care unclaimed deposits)
 - b) Credit 0001-0010578 (Animal Care deferred donations)
 - c) A description or summary of the received funds will be included on the journal voucher. This information may include, but is not limited to, receipt number, person ID number if known, and intended use of the funds.
4. Expenditures of donated funds
- a. When expending donated funds, the office supervisor will charge the expense to the applicable sub-object. For example, if the funds are used to offset veterinary services, the invoice(s) would be coded to the sub-object specific to veterinary services.
 - b. A journal voucher is then prepared to transfer deferred donation money to cover the payment of the expense as follows:
 - 1) Debit 0001-0010578 (Animal Care deferred donations)

- 2) Credit 2851-0009704 (Animal Care donations and contributions)
 - 3) A description or summary of the use of the funds will be included on the journal voucher. This information may include, but is not limited to, animal ID number, event name, event description, person ID number if funds used have restricted use.
 - 4) When the donation fund is used to refund medical expenses to a foster or customer, the corresponding sub-object must be included. This is generally used in conjunction with a Vendor Claim.
5. All applicable accounting documentation (e.g., deposits, journal vouchers, invoices, etc.) will be submitted to Sheriff's Office fiscal staff for processing.
 6. Because all donated funds are comingled, spreadsheets shall be maintained by the office supervisor for all funds received for designated purposes or that have restrictions placed on their use as a condition of donation.
 - a. Such restrictions include funds for the Spay/Neuter Assistance Program or those donated as part of a trust or bequeath.
 - b. These spreadsheets shall track all deposits and expenditures for the specific program or purpose.
 - c. In addition, the tracking of these funds is accomplished by ensuring their receipt or use is specified by placing a summary of receipt or use on each related journal voucher.

By order of



ANGELICA RUSSELL

Director of Administrative Services

**WAIVER OF JUDICIAL ACCOUNTING, ACKNOWLEDGMENT
AND REFUNDING AGREEMENT**

This Waiver of Judicial Accounting, Acknowledgement, and Refunding Agreement ("Agreement") is entered into as of the date executed herein below by and between Joan Miller, Franz Wastlhuber, Monika Wastlhuber, Susanne Wastlhuber (also known as Suzanne Wastlhuber), Michael Wastlhuber, Evelyn Hoffmaster (also known as Lynn Hofinaster), Marine Mammal Center, Solano County Sheriff's Office Animal Services, Winn Feline Foundation, Ross Valley Ecumenical Housing Association, and Doctors Without Borders, remainder beneficiaries ("Beneficiaries") of The Alfred Wastlhuber Living Trust, dated June 30, 2015 ("Trust"); and First Republic Trust Company, a division of First Republic Bank, as trustee of the Trust ("Trustee") and in its corporate capacity ("First Republic")(collectively, "Parties").

RECITALS

WHEREAS, the Parties acknowledge and agree that the following facts exist:

- A. Alfred Wastlhuber died on September 3, 2018, rendering the Trust irrevocable;
- B. Suzanne Knecht ("Suzanne") served as the initial trustee following Alfred's death, and on October 15, 2018, Suzanne resigned and appointed First Republic to serve as sole Trustee upon its acceptance of trusteeship;
- C. First Republic accepted its appointment on November 1, 2018 and has served as the sole trustee until the present;
- D. The terms of the Trust direct for outright distributions to the Beneficiaries after certain specific bequests were made to Susan Lin and Teddie Chapman;
- E. Having satisfied said specific bequests, the Trustee is now prepared to make such distributions to the Beneficiaries according to the schedule attached as Exhibit "A" to this Agreement;
- F. Trustee is entitled to file and serve a judicial final accounting with a court and all liability and accountability in respect of all matters set forth in such accounting; and receive a judicial review of same settling the accounting of the Trust and discharging First
- G. Beneficiaries, in order to avoid the time, delay and the expense of a judicial accounting, desire to waive a judicial accounting.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. The recitals hereinabove are incorporated herein by reference and made a part of this Agreement.
- 2. The Beneficiaries acknowledge receipt from the Trustee of the Trust assets in accordance with Exhibit "A" of this Agreement, in full and complete satisfaction of the amounts due to the Beneficiaries from the Trust, excepting therefrom any remaining balance of the reserve (as referenced in Exhibit "A"), which the Trustee will release and distribute to the

Beneficiaries (in proportion to their respective interests in the Trust) at a later point in time as determined by the Trustee. The reserve will be kept for the purpose of paying any remaining anticipated and unanticipated expenses of the Trust.

3. The Beneficiaries agree to refund to the Trustee, promptly and on demand, any amounts distributed to the Beneficiaries as shall be necessary to meet each beneficiary's pro rata share of any deficiency caused by the payment of any debts, taxes, or other proper charges or expenses of any kind, not to exceed, however, an amount equal to the aggregate value of the funds received by the Beneficiaries.

4. First Republic agrees to refrain from filing and serving a judicial accounting at the Trust's expense.

5. The Beneficiaries do hereby:

a. acknowledge that they have received and reviewed, or had the opportunity to review, all the account statements of the Trust provided by the Trustee during the course of its administration of the Trust;

b. acknowledge their right to have a judicial final accounting;

c. waive the filing and service of a judicial, final or other accounting by Trustee;

d. acknowledge that each Beneficiary has fully read, understands, and voluntarily enters into this Agreement, has had the opportunity to consult with counsel regarding the execution of this Agreement, and further acknowledge that each Beneficiary is not relying upon the advice of First Republic in entering into this Agreement.

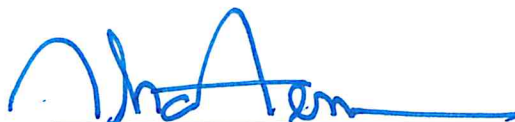
6. This Agreement shall be governed by and construed in accordance with the laws of California without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought in a state or federal court located in the state of California.

7. Unless specifically provided herein, this Agreement contains all the understandings and representations between the Trustee and the Beneficiaries relating to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding such subject matter.

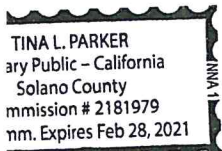
8. This Agreement shall bind and inure to the benefit of the Parties' heirs, legal representatives, successors and assigns.

9. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of JAN 6, 2020.



Thomas A. Ferrara, Sheriff-Coroner
Solano County Sheriff's Office



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of SOLANO)

On JANUARY 6, 2020 before me, TINA L. PARKER, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared THOMAS A. FERRARA, SHERIFF/CORONER
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature T Parker
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: WAIVER OF JUDICIAL ACCOUNTINNG, ACKNOWLEDGMENT

Document Date: JANUARY 6, 2020 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: THOMAS A. FERRARA

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: SHERIFF/CORONER

Signer Is Representing: SHERIFF OFFICE

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____





Solano County

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

Agenda Submittal

Agenda #:	24	Status:	Regular Calendar
Type:	Legislation	Department:	County Administrator
File #:	20-68	Contact:	Matthew A. Davis, 784-6111
Agenda date:	01/28/2020	Final Action:	
Title:	Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County, including items that were discussed at the Board's Legislative Committee on January 6, 2020 and highlights from the Governor's proposed budget for 2020-21		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Letter from Nestor Aliga, B - S.2626 Bill Text, C - S.2628 Bill Text, D - CSAC MHSA Memo, E - Federal Legislative Update, F - State Legislative Update, G - SYASL Partners Budget Summary, H - CSAC Summary of Governors Budget		

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County, including items that were discussed at the Board's Legislative Committee on January 6, 2020 and highlights from the Governor's proposed budget for 2020-21.

SUMMARY:

Staff will provide an overview of items discussed at the Board's Legislative Committee on January 6, 2020. The County's Legislative Advocate, Karen Lange of SYASL Partners, Inc., will provide a verbal update on developments at the Capitol and key legislation of interest to the County, including the Governor's proposed budget for 2020-21. The informational items before the Board were reviewed by the County's Legislative Committee and are discussed individually in the discussion section below.

FINANCIAL IMPACT:

The legislative program is designed to result in additional funding and cost avoidance relative to Solano County. The cost of preparing this report and compiling the information is a General Fund cost covered in the County Administrator's FY2019/20 administration budget.

DISCUSSION:

The County's Legislative Committee Members, Supervisor Erin Hannigan and Supervisor John Vasquez met

on January 6, 2020 to discuss both Federal and State issues. Joe Krahn, Hasan Sarsour, and Tom Joseph of Paragon Government Relations, the County's federal legislative advocacy team, and Karen Lange of SYASL Partners, Inc., the County's state legislative advocate, all participated in the meeting as well.

The County's January 6, 2020 Legislative Committee agenda packet can be accessed at the following link:

[<http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=31447>](http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=31447)

As part of public comment, Nestor Aliga, a community member representing the Vallejo Veterans affairs, requested the Legislative Committee and the Solano County Board of Supervisors consider writing letters the U.S. Senate Committee on Veterans Affairs to mark-up and approve bills H.R.578, S.127 and S.2983 that enter into an agreement with the City of Vallejo for the transfer of Mare Island Naval Cemetery, and for other purposes. A copy of the email request sent to Solano County Board of Supervisors Erin Hannigan and Monica Brown is included in Attachment A.

The meeting agenda included several action items, each is discussed individual below:

S.2626 - Restoring Health Benefits for Justice-Involved Individuals

On October 17, 2019, Senator Jeff Merkley (D-OR) introduced S.2626, a bill to remove limitations on inmate eligibility for Medicare, the Children's Health Insurance Program, and veteran's health benefits. The bill has been read twice and has been referred to the Committee of Finance. The bill, S.2626 is ATTACHMENT B.

S.2628 - Equity in Pretrial Medicaid Coverage Act

On October 17, 2019, Senator Edward Markey (D-MA) introduced S.2628, a bill to amend title XIX of the Social Security Act to remove a limitation on an individual's eligibility for medical assistance under the State Medicaid plan while the individual is in custody pending disposition of charges. The bill, which is co-sponsored by Senator Jeff Merkley (D-OR), Senator Sherrod Brown (D-OH), Senator Richard Durbin (D-IL) and Senator Tina Smith (D-MN), has been read twice and has been referred to the Committee on Finance. The bill, S.2628 is ATTACHMENT C.

Gerald Huber, Director, and Sandra Sinz, Deputy Director of Solano County Health and Social Services, brought these two bills to the Legislative Committee for consideration. Director Huber stated that under current federal law, incarcerated individuals lose critical benefits, including Medicare, Medi-Cal and Veterans Services. If passed, these bills would ensure that individuals maintain critical benefits during the pre-trial process and while incarcerated. The County of Solano, Health and Social Services would benefit by not having to re-sign up individuals for benefits when leaving the criminal justice system - which can come at a great expense. Director Huber recommended the Legislative Committee support the National Association of Counties (NACo's) recommendation to support the bills and to write letters to our members of Congress, urging them to support legislation that strengthens Counties' ability to address health care in jails.

ACTION - The Legislative Committee recommended to Support these bills and referred it to the full Board for consideration.

Proposal to Revise the Mental Health Services Act during the 2020 Legislative Session

On December 5, 2019, the California State Association of Counties (CSAC) executive committee wrote a letter to its Board of Directors recommending they consider adopting the Mental Health Services Act (MHSA) Flexibility Proposal and direct staff to pursue during the 2020 legislative session. CSAC's core policy priorities in initiating changes to the MHSA include increasing flexibility, accountability and funding protections to help support and improve mental health infrastructure in California. CSAC's executive committee letter is ATTACHMENT D.

Gerald Huber, Director, and Sandra Sinz, Deputy Director of Solano County Health and Social Services, brought the CSAC MHSA Flexibility Proposal to the Legislative Committee for discussion and consideration. Director Huber recommended the Legislative Committee support CSAC's MHSA Flexibility Proposal to help protect critical funding sources that support mental and behavioral health services in Solano County. The Director also recommended the Legislative Committee support the appointment of two members of the Health and Social Services department to serve on the MHSA committee for suburban Counties. Their presence on this committee would work to ensure Solano County has an active voice in the ongoing MHSA conversation with legislators.

ACTION - The Legislative Committee recommended to Support Solano County Health and Social Services department to have an active voice on the MHSA committee for suburban Counties and referred it to the full Board for consideration.

This staff report also includes a federal legislative update from Paragon Government Relations, (Attachment E) a state legislative update on bills Solano County has been following during the 2019-2020 legislative session from Karen Lange of SYASL Partners, Inc., (Attachment F), and a summary of Governor Gavin Newsom's January budget proposal for 2020-2021 from SYASL Partners, Inc. (Attachment G) and the California State Association of Counties (Attachment H).

OTHER AGENCY INVOLVEMENT:

Staff consulted with Solano County Department Heads, Paragon Government Relations, SYASL Partners, Inc. and the California State Association of Counties to compile this legislative report.

Hallett, Stephen L.

From: Nestor.Aliga <nestor.aliga@comcast.net>
Sent: Monday, January 6, 2020 10:09 AM
To: Hannigan, Erin; Brown, Monica E.
Cc: Wilson, Michael L.; Lacey, Josette M.; Meitzenheimer, Liat F.; Hallett, Stephen L.
Subject: Jan 6, 1:30pm, Solano County Legislative Committee: Mare Island Naval Cemetery, Interstate-780 and Interstate 80 highway interchange;
Attachments: ADA-Sidewalk_VVMBCtoVallejoCouncil.JPG;
MedalOfHonorRestArea_VVMBCtoVallejoCouncil.JPG;
MareIslandNavalCemetery_VVMBCtoVallejoCouncil.JPG

Good morning Honorable Supervisor Erin Hannigan and Honorable Supervisor Monica Brown,
(CCing your staff to minimize SPCF – single point contact failure)

I respectfully request to attend today's 1:30pm meeting of the Solano County Legislative Committee with the goal of asking the Board of Supervisors to:

A) Please write letters to the United States Senate Committee on Veterans' Affairs, Russell Senate Building, Room 412, Washington, D.C. 20510 and to the United States House Committee on Veterans' Affairs, B234 Longworth House Office Building, Washington, DC 20515. Please urge them to mark-up and approve the bills "To direct the Secretary of Veterans Affairs to seek to enter into an agreement with the City of Vallejo, California, for the transfer of Mare Island Naval Cemetery in Vallejo, California, and for other purposes." The bills that must be passed in 2020 are:

1. H.R.578 — 116th Congress (2019-2020); Sponsor: Rep. Thompson, Mike [D-CA-5] (Introduced 01/15/2019)
2. S.127 — 116th Congress (2019-2020); Sponsor: Sen. Feinstein, Dianne [D-CA] (Introduced 01/15/2019)
3. S.2983 — 116th Congress (2019-2020); Sponsor: Sen. Feinstein, Dianne [D-CA] (Introduced 12/05/2019)

B) Please support:

1. A proposed Senate Concurrent Resolution to designate the Interstate-780 and Interstate 80 highway interchange as "Congressional Gold Medal Memorial Interchange." This will honor all the CGM recipients from General George Washington to the African-American "Hidden Figures" NASA Mathematicians, and various Warriors including the Native American Code Talkers; Tuskegee Airmen; Women Airforce Service Pilots; the Japanese American 442nd Regimental Combat Team; Montford Point Marines; Hispanic 65th Infantry Regiment; Filipino World War II Veterans; and the Chinese American Veterans of World War II.

2. A proposed Assembly Concurrent Resolution to rename the Interstate 80 Hunter Hill Rest Area to the "Medal of Honor Safety Roadside Rest Area." The Medal of Honor is our Nation's highest personal military award. The rest area will honor: James Cooney, William Halford, and Alexander Parker buried at the Mare Island Naval Cemetery; Richard D. Dunphy buried at St. Vincent's Cemetery; William S. Bond buried at Sunrise Memorial Cemetery; and Patrick J. Burke, George Carter, Anund C. Roark, and Robert H. Young who entered service in Vallejo but are buried somewhere else.

C) Please collaborate with the City of Vallejo to install an "Americans with Disabilities Act" / ADA-compliant sidewalk on the entire east side of Admiral Callaghan Lane within 0.5 miles north and south of the Vallejo Veterans Memorial Building.

During the rainy season or whenever the unpaved sidewalk is muddy or not usable, it is not unusual to see pedestrians walking and disabled citizens riding on scooters to be using the narrow roadway. By the grace of God, we are lucky that there have not been more accidents because this part of Admiral Callaghan Lane is a busy and fast-moving roadway with hilly terrain and obstructed views.

As we understand it, Title 3 of the ADA of 1990 was enacted to make places that are open to the public to also be accessible to the disabled. ADA sidewalk requirements are meant to assist those with disabilities to have an "accessible path" that gives them equal access to all public locations equivalent with those who are not disabled.

Our Vallejo Veterans Memorial Building located on 420 Admiral Callaghan Lane serves our beloved Veterans and is open to the general public, therefore, we believe that it is also covered by the ADA.

Very Respectfully,
Nestor Aliga

116TH CONGRESS
1ST SESSION

S. 2626

To remove limitations on inmate eligibility for Medicare, the Children's Health Insurance Program, and veteran's health benefits.

IN THE SENATE OF THE UNITED STATES

OCTOBER 17, 2019

Mr. MERKLEY introduced the following bill; which was read twice and referred to the Committee on Finance

A BILL

To remove limitations on inmate eligibility for Medicare, the Children's Health Insurance Program, and veteran's health benefits.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the "Restoring Health Ben-
5 efits for Justice-Involved Individuals Act of 2019".

6 **SEC. 2. REMOVAL OF INMATE LIMITATION ON BENEFITS**

7 **UNDER MEDICARE, CHIP, AND VETERANS'**

8 **HEALTH BENEFITS.**

9 (a) MEDICARE.—Section 1862(a)(3) of the Social Se-
10 curity Act (42 U.S.C. 1395y(a)(3)) is amended by insert-

1 ing “in the case of services furnished to individuals who
 2 are in custody pending disposition of charges,” after
 3 “1880(e),”.

4 (b) CHIP.—Section 2110(b)(2)(A) of the Social Se-
 5 curity Act (42 U.S.C. 1397jj(b)(2)(A)) is amended by in-
 6 serting “(except as an individual in custody pending dis-
 7 position of charges)” after “inmate of a public institu-
 8 tion”.

9 (c) PROVISION OF HEALTH CARE FROM DEPART-
 10 MENT OF VETERANS AFFAIRS TO INCARCERATED VET-
 11 ERANS PENDING DISPOSITION OF CHARGES.—The Sec-
 12 retary of Veterans Affairs may not exclude a veteran from
 13 the receipt of health care under the laws administered by
 14 the Secretary, including hospital care and outpatient care,
 15 solely because the veteran is incarcerated pending the dis-
 16 position of charges.

17 (d) EFFECTIVE DATE.—This section and the amend-
 18 ments made by this section shall take effect on the first
 19 day of the first calendar quarter beginning more than 60
 20 days after the date of the enactment of this Act and shall
 21 apply to items, services, and health care benefits furnished
 22 for periods beginning on or after such date.

○

116TH CONGRESS
1ST SESSION

S. 2628

To amend title XIX of the Social Security Act to remove a limitation on an individual's eligibility for medical assistance under the State Medicaid plan while the individual is in custody pending disposition of charges.

IN THE SENATE OF THE UNITED STATES

OCTOBER 17, 2019

Mr. MARKEY (for himself, Mr. MERKLEY, Mr. BROWN, and Mr. DURBIN) introduced the following bill; which was read twice and referred to the Committee on Finance

A BILL

To amend title XIX of the Social Security Act to remove a limitation on an individual's eligibility for medical assistance under the State Medicaid plan while the individual is in custody pending disposition of charges.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Equity in Pretrial
5 Medicaid Coverage Act”.

1 **SEC. 2. REMOVAL OF INMATE LIMITATION ON BENEFITS**
2 **UNDER MEDICAID.**

3 (a) **IN GENERAL.**—The subdivision (A) of section
4 1905(a) of the Social Security Act (42 U.S.C. 1396d(a))
5 that follows paragraph (30) is amended by inserting “or
6 while in custody pending disposition of charges” after “pa-
7 tient in a medical institution”.

8 (b) **EFFECTIVE DATE.**—The amendment made by
9 subsection (a) shall take effect on the first day of the first
10 calendar quarter that begins after 60 days after the date
11 of the enactment of this Act and shall apply to items and
12 services furnished for periods beginning on or after such
13 date.

○



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December 5, 2019

Approved 12/5/19

To: CSAC Board of Directors

From: Graham Knaus, Executive Director
Darby Kernan, Deputy Executive Director of Legislative Affairs

Re: **Proposal to Revise the Mental Health Services Act during the 2020 Legislative Session**

Recommendation. The Executive Committee recommends that the Board of Directors adopt the Mental Health Services Act (MHSA) Flexibility Proposal and direct staff to pursue during the 2020 legislative session.

Background. The Mental Health Services Act, or Proposition 63 of 2004, has provided critical resources and support to improve the mental health infrastructure in California. The MHSA was enacted by voters to provide funding to improve California's public mental health system. Since its passage, California's county-administered specialty mental health plans have used the funding to implement and expand a range of community-based programs and services.

Since 2004, county behavioral health services have worked to adapt to new and pressing challenges, including homelessness, the opioid and methamphetamine epidemics, and the rising rate of death by suicide among youth. However the MHSA's rigid funding formulas prevent counties from using these funds to address emerging challenges, including the homelessness epidemic. Counties are seeking additional flexibility, accountability, and transparency for MHSA funding to better respond to these issues. While behavioral health services alone can't solve these crises, counties stand ready to leverage our expertise and programs to help move the needle and ensure critical services for all.

Policy Considerations. CSAC's core policy priorities in initiating changes to the MHSA are as follows:

- **Flexibility** – Create flexibility with MHSA funding to better target individuals experiencing homelessness and involved in the criminal justice system. Remove silos and other restrictions that create barriers and prevent counties from effectively spending MHSA funding on the needs of their communities.
- **Accountability** – Changes to MHSA must come with clear, measureable outcomes that counties can implement at the local level. Counties must have a key role in developing outcome measures and data reporting requirements to the state. The state must appropriately exercise its oversight and assistance role by working with counties to provide technical assistance and ensure good outcomes. The state must utilize information already reported by counties to

provide transparent and clear information to the taxpayers, the Legislature, and counties on local and collective MHSA efforts.

- **Funding Protections** – Efforts to modernize the MHSA must protect the funding at the county level. MHSA funding has become an integral part of the county mental health system, and is often the only revenue that allows counties to serve all ages and all conditions. Further, MHSA funding is critical to maintaining the county Medi-Cal specialty mental health system, especially at a time when the state is negotiating federal waivers and payment reforms and other changes are afoot. Stability for this funding source is critical for each county mental health system. Counties should have flexibility and local control to work with other local governments and community service providers to expend funds to address unique local challenges.

In furtherance of these core policy priorities, the eight key components of the CSAC Proposal are as follows:

1. Reach additional populations that are currently excluded from the MHSA by expanding MHSA uses to include diagnosis and treatment of substance use disorders (SUD). We believe this will allow counties the flexibility to target homelessness and criminal justice populations, and evidence shows that people often struggle with both a mental illness and substance use disorder.
2. Eliminate the current restrictive fiscal apportionment requirements of the MHSA, which require that 80% of MHSA funds must be used for Community Services and Supports and up to 20% for Prevention and Early Intervention, with 5% of overall funding earmarked for Innovation.
3. Remove original MHSA language regarding using MHSA funding to supplant other spending on programs and services. This structure currently limits counties' ability to invest MHSA funds in programs that have proven to be effective, or ones that are now in high demand.
4. Reinvent the Innovation portion to achieve the original intent of these funds within the MHSA: to grow and expand innovative programs statewide.
5. Reconstruct the Mental Health Services Oversight and Accountability Commission (OAC) into a technical assistance and innovation hub for counties. Also help the OAC develop expertise in implementing MHSA funds and convening counties to share best practices.

6. Move oversight of MHSA funding and implementation from the Department of Health Care Services (DHCS) and OAC to the California Health and Human Services Agency (CHHS).
7. Update and refine county data and outcome reporting to include information on critical populations and services.
8. Require the state to collate, analyze, and share the data reported by counties to improve transparency and help measure progress. This will also ensure that the state can provide constructive guidance and information to all stakeholders and show how MHSA funds are being spent locally and collectively as a state.

Action Requested. The Executive Committee recommends the Board adopt the Mental Health Services Act Flexibility Proposal and direct staff to pursue during the 2020 legislative session.

Staff Contacts.

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Darby Kernan, (916) 327-7500 Ext. 509 or dkernan@counties.org

Summary of Federal Legislative Report – January 6

Fiscal Year 2020 Budget Recap

As one of its final acts of 2019, Congress approved and President Trump signed into law a massive \$1.4 trillion fiscal year 2020 appropriations package. The long-awaited agreement – which lawmakers broke into two separate bills (HR 1158 & HR 1865) – includes a \$24.5 billion increase in nondefense discretionary spending as authorized by last year's budget accord (PL 116-37).

In addition to funding every federal department and agency through this September, the spending deal carries a variety of notable policy riders, several of which are of interest to Solano County. For starters, the budget includes the text of the *Family First Transition Act* (HR 4980/S 2777), which is designed to help states and counties transition to requirements of the 2018 federal child welfare reform law (known as the *Family First Prevention Services Act* (FFPSA)). Under the new law, California is in line to receive \$52 million for FFPSA implementation.

The budget also includes a permanent repeal of the *Affordable Care Act's* so-called "Cadillac tax," as well as several other tax-related provisions, including the renewal of several expiring industry-specific tax deductions and credits (i.e., tax breaks for biodiesel, renewable energy, etc.). According to the nonpartisan Joint Committee on Taxation, the revenue reductions in the FY 2020 appropriations law will cost the federal government more than \$426 billion over the next decade.

Regarding President Trump's border wall, the final budget provides the same \$1.375 billion that Congress appropriated for the project in fiscal year 2019. While many Democrats insisted that the bill place limitations on the president's authority to transfer funds from other accounts to help finance the wall, the legislation does not include any such restrictions. It should be noted that the White House's decision earlier this year to use military construction funds to pay for border wall construction activities is currently under a nationwide injunction and remains the subject of several pending lawsuits.

Although the budget provides an overall net increase in domestic discretionary spending in FY 2020, not every program was the beneficiary of a funding boost. Nevertheless, lawmakers did approve notable increases for several programmatic areas that are of importance to Solano County, including homeless assistance grants and housing and community development programs. Congress also boosted spending for several key justice assistance programs, as well as health and human services programs.

Outlook for Second Session of the 116th Congress

With the winner-takes-all presidential and congressional elections on the horizon, 2020 promises to offer some of the same political fireworks that impacted the 2019 session. In the Senate, one of the first expected orders of business is the trial phase of the impeachment proceedings against President Trump. As of this writing, however, House Speaker Nancy Pelosi (D-CA) has held off on sending the articles of impeachment to the Senate pending assurances from Majority Leader Mitch McConnell (R-KY) that the trial will be fair. Among other things, Pelosi and top Democrats are demanding that key White House officials who have not previously testified be summoned to appear as witnesses. In contrast, several Republicans are advocating for a truncated process with no or very minimal witness testimony.

Despite what many would see as a heightened chance for legislative gridlock in 2020, lawmakers are expected to press ahead on several major items early in the new year, including the FY 2021 budget. In addition, members of Congress are expected to move forward with certain components of an infrastructure package, namely bills that address funding for highways, transit, and water infrastructure.

Solano County Legislation of Interest

Thursday, January 02, 2020

Bill ID/Topic	Location	Summary	Position	Notes
<u>AB 6</u> <u>Reyes D</u> Early childhood education: interagency coordination and quality improvement.	SENATE 2 YEAR 9/15/2019 - Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/11/2019)(May be acted upon Jan 2020)	Would require the Superintendent of Public Instruction, on or before January 1, 2021, to establish an interagency workgroup composed of representatives from certain state entities within the California Health and Human Services Agency. The bill would require the interagency workgroup to identify administrative changes for implementation by the participating state entities to improve the coordination of services provided to children in early learning and care programs. The bill would require the interagency workgroup to report on its work to the Governor, Superintendent, and relevant budget and policy committees of the Legislature at least annually. The bill would require the Superintendent, on or before January 15, 2021, to establish a quality improvement workgroup composed of stakeholders from the early learning and care community and other early learning and care experts. Last Amended on 9/6/2019		League Position: Watch CSAC Position: Watch
<u>AB 11</u> <u>Chiu D</u> Community Redevelopment Law of 2019.	ASSEMBLY 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. on 4/25/2019)(May be acted upon Jan 2020)	Current law dissolved redevelopment agencies as of February 1, 2012, and designates successor agencies to act as successor entities to the dissolved redevelopment agencies. This bill, the Community Redevelopment Law of 2019, would authorize a city or county, or two or more cities acting jointly, to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a passthrough provision and an override passthrough provision, as defined. Last Amended on 4/11/2019		League Position: Watch CSAC Positions: Watch
<u>AB 36</u> <u>Bloom D</u> Residential tenancies: rent control.	ASSEMBLY RLS. 4/25/2019 - Re-referred to Com. on RLS. pursuant to Assembly Rule 96(a).	The Costa-Hawkins Rental Housing Act prescribes statewide limits on the application of local rent control with regard to certain properties. This bill would modify those provisions to authorize an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that has been issued its first certificate of occupancy within 20 years of the date upon which the owner seeks to establish the initial or subsequent rental rate, or for a dwelling or unit that is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision and the owner is a natural person who owns 10 or fewer residential units within the same jurisdiction as the dwelling or unit for which the owner seeks to establish the initial or subsequent rental rate, subject to certain exceptions. Last Amended on 4/22/2019		League Position: Watch CSAC Position: No position
<u>AB 69</u> <u>Ting D</u>	SENATE 2 YEAR 9/15/2019 - Failed Deadline pursuant to Rule 61(a)(15). (Last location was	Current law requires the Department of Housing and Community Development to propose building standards to the California Building Standards Commission, and to adopt, amend, or repeal rules and regulations governing, among other things, apartment houses and dwellings, as specified. This bill would require the		League Position: Watch CSAC Position: Support

Land use: accessory dwelling units.	INACTIVE FILE on 9/5/2019)(May be acted upon Jan 2020)	department to propose small home building standards governing accessory dwelling units smaller than 800 square feet, junior accessory dwelling units, and detached dwelling units smaller than 800 square feet, as specified, and to submit the small home building standards to the California Building Standards Commission for adoption on or before January 1, 2021. Last Amended on 6/20/2019		
<u>AB 123</u> <u>McCarty D</u> Early childhood education: state preschool program: access: standards.	SENATE 2 YEAR 7/10/2019 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was ED. on 6/6/2019)(May be acted upon Jan 2020)	Would, commencing with the 2020–21 fiscal year, and notwithstanding any other law, authorize a provider operating a state preschool program within the attendance boundary of a public school, except as provided, where at least 70% of enrolled pupils are eligible for free or reduced-price meals, to enroll 4-year-old children meeting specified priorities. The bill would authorize any remaining slots to be open for enrollment to any other families not otherwise eligible, as provided. The bill would prohibit a state preschool classroom from exceeding 24 children. Last Amended on 4/29/2019		League Position: Watch CSAC Position: No Position
<u>AB 124</u> <u>McCarty D</u> Childcare: local planning councils.	ASSEMBLY 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/8/2019)(May be acted upon Jan 2020)	Would require local planning councils to provide information to cities and counties regarding facility needs for early childhood education, including, but not limited to, childcare and preschool, in their jurisdictions. By imposing new duties on local planning councils, the bill would impose a state-mandated local program. Last Amended on 4/22/2019		League Position: Watch CSAC Position: Watch
<u>AB 125</u> <u>McCarty D</u> Early childhood education: reimbursement rates.	SENATE 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. on 7/10/2019)(May be acted upon Jan 2020)	The Child Care and Development Services Act establishes a system of childcare and development services for children up to 13 years of age. Current law requires the Superintendent of Public Instruction to implement a plan that establishes reasonable standards and assigned reimbursement rates, which vary with the length of the program year and the hours of service. Current law requires the reimbursement system to be submitted to the Joint Legislative Budget Committee. This bill would require the Superintendent to implement a reimbursement system plan that establishes reasonable standards and assigned reimbursement rates that would vary with additional factors, including a quality adjustment factor to address the cost of staffing ratios, as provided. Last Amended on 6/18/2019		League Position: Watch CSAC Position: Watch
<u>AB 134</u> <u>Bloom D</u> Safe Drinking Water Restoration.	SENATE 2 YEAR 7/10/2019 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/12/2019)(May be acted upon Jan 2020)	Would require the State Water Resources Control Board to report to the Legislature by July 1, 2025, on its progress in restoring safe drinking water to all California communities and to create an internet website that provides data transparency for all of the board's activities described in this measure. The bill would require the board to develop metrics to measure the efficacy of the fund in ensuring safe and affordable drinking water for all Californians. Last Amended on 5/20/2019		League Position: Watch CSAC Position: Watch
<u>AB 137</u> <u>Cooper D</u>	SENATE 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12).	Would prohibit a person from concealing, defacing, destroying, modifying, using, occupying, cutting, altering, or physically or visually obstructing any levee along a river or bypass at any of those specified places, any levee forming part of any flood		League Position: Watch CSAC Position: Watch

Facilities of the State Plan of Flood Control.	(Last location was APPR. SUSPENSE FILE on 8/12/2019)(May be acted upon Jan 2020)	control plan, or any other facility of the State Plan of Flood Control, including, but not limited to, any and all associated rights of way, without permission of the board. By expanding the behavior that would be punishable as a misdemeanor, the bill would impose a state-mandated local program. Last Amended on 7/11/2019		
<u>AB 167</u> <u>Rubio, Blanca D</u> Childcare and development services: infants and toddlers: state funding.	ASSEMBLY 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/8/2019)(May be acted upon Jan 2020)	Would create the California Partnership for Infants and Toddlers, and would provide that a state grant to support the partnership shall be made available and distributed, upon appropriation by the Legislature, to qualifying childcare and development programs and family childcare home education networks that serve infants and toddlers from birth to 3 years of age at a supplemental grant amount of \$4,000 annually per child. Last Amended on 4/3/2019		League Position: Watch CSAC Position: Watch
<u>AB 213</u> <u>Reves D</u> Local government finance: property tax revenue allocations: vehicle license fee adjustments.	SENATE 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/19/2019)(May be acted upon Jan 2020)	Would, for the 2019–20 fiscal year, require the vehicle license fee adjustment amount to be the sum of the vehicle license fee adjustment amount in the 2018–19 fiscal year, the product of that sum and the percentage change in gross taxable assessed valuation within the jurisdiction of that entity between the 2018–19 fiscal year to the 2018–19 fiscal year, and the product of the amount of specified motor vehicle license fee revenues that the Controller allocated to the applicable city in July 2010 and 1.17.		League Position: Support CSAC Position: Watch
<u>AB 281</u> <u>Frazier D</u> Transmission and distribution lines: undergrounding and fire hardening.	ASSEMBLY 2 YEAR 4/26/2019 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was U. & E. on 4/22/2019)(May be acted upon Jan 2020)	Would require the Public Utilities Commission to require electrical corporations to develop and administer programs to replace overhead electric facilities along public streets and roads, and on other public or private properties in high fire threat districts, as determined by the commission, with underground electric facilities. Last Amended on 4/22/2019		League Position: Watch CSAC Position: Watch
<u>AB 302</u> <u>Berman D</u> Parking: homeless students.	SENATE 2 YEAR 9/15/2019 - Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/5/2019)(May be acted upon Jan 2020)	Would, until December 31, 2023, require a community college campus that has parking facilities on campus to grant overnight access to those facilities, commencing on or before July 1, 2021, to any homeless student who is enrolled in coursework, has paid any enrollment fees that have not been waived, and is in good standing with the community college, for the purpose of sleeping in the student's vehicle overnight. The bill would require the governing board of the community college district, commencing on or before July 1, 2021, and with the participation of student representatives, to determine a plan of action to implement this requirement, as specified. Last Amended on 8/30/2019		League Position: Watch CSAC Position: Watch
<u>AB 324</u> <u>Aguiar-Curry D</u> Childcare services:	SENATE 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR.	Current law requires that moneys in a specified item of the Budget Act of 2000 be allocated to local child care and development planning councils based on the percentage of state-subsidized, center-based childcare funds received in the county in which the council is located, and requires that these funds be used to address the		League Position: Watch CSAC Position: Watch

state-subsidized childcare: professional support stipends.	SUSPENSE FILE on 8/12/2019)(May be acted upon Jan 2020)	retention of qualified childcare employees in state-subsidized childcare centers. Current law authorizes these funds, and other specified funds, appropriated for these purposes, to be used in the County of Los Angeles if specified requirements met. This bill would instead require these funds to be used to address the professional support of qualified childcare employees in state-subsidized childcare centers. Last Amended on 6/27/2019		
<u>AB 448</u> <u>Garcia, Eduardo D</u> Water rights: stockponds.	ASSEMBLY 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/24/2019)(May be acted upon Jan 2020)	Would provide that the owner of a stockpond built prior to January 1, 2019, that does not have a capacity greater than 10 acre-feet may obtain a right to appropriate water for the principal purpose of watering livestock if that person files a claim for a water right with the State Water Resources Control Board accompanied by a fee not later than December 31, 2021, with certain exceptions. Upon the issuance of a certificate by the board for an appropriation of water obtained under the bill's provisions, the bill would require the board to provide in writing conditions to which the appropriation is subject. Last Amended on 4/3/2019		League Position: Watch CSAC Position: Watch
<u>AB 452</u> <u>Mullin D</u> Childcare: facilities: grants.	SENATE 2 YEAR 7/10/2019 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was ED. on 6/6/2019)(May be acted upon Jan 2020)	Current law requires that a local educational agency or a contracting agency using facilities purchased by the use of funds from the Child Care Facilities Revolving Fund be charged a leasing fee, as provided, over a 10-year period. Current law requires title to be transferred from the State of California to the local educational agency or contracting agency upon full repayment of the purchase and relocation costs. Current law requires the Superintendent to deposit all revenue derived from the lease payments or renovation or repair loan repayments into the Child Care Facilities Revolving Fund. This bill would repeal that loan program, except as provided, and would require all moneys in the Child Care Facilities Revolving Fund as of December 31, 2019, to be transferred to the California Childcare Facilities Grant Fund, which would be established by this bill to fund, upon an appropriation by the Legislature, a grant program administered by the State Department of Education. Last Amended on 4/29/2019		League Position: No Position CSAC Position: Watch
<u>AB 457</u> <u>Quirk D</u> Occupational safety and health: lead: permissible exposure levels.	SENATE 2 YEAR 9/15/2019 - Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/13/2019)(May be acted upon Jan 2020)	Current law requires the Division of Occupational Safety and Health in the Department of Industrial Relations, known as Cal-OSHA, to propose to the board for its review and adoption, a standard that protects the health and safety of employees who engage in lead-related construction work and meets all requirements imposed by the federal Occupational Safety and Health Administration. Existing regulations promulgated by the division require an employer to ensure that an employee is not exposed to lead at concentrations greater than 50 micrograms per cubic meter of air averaged over an 8-hour period. This bill would require Cal-OSHA to conduct rulemaking, in conjunction with the standards board, as specified, to complete the rulemaking and adopt the lead standards in the regulations described above no later than February 1, 2020. Last Amended on 5/13/2019		League Position: Watch CSAC Position: Pending
<u>AB 578</u> <u>Mullin D</u> Teachers: The	ASSEMBLY 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR.	Would establish the California STEM Teaching Pathway for purposes of recruiting, preparing, supporting, and retaining qualified science, technology, engineering, and mathematics (STEM) professionals, including military veterans, as mathematics, science, engineering, and computer science teachers in California. The bill would		League Position: Watch CSAC Position: No position

California STEM Teaching Pathway Act of 2019.	SUSPENSE FILE on 5/8/2019)(May be acted upon Jan 2020)	authorize various activities as part of the California STEM Teaching Pathway. Last Amended on 4/29/2019		
<u>AB 627</u> <u>Frazier D</u> Developmental services: regional centers.	SENATE 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/12/2019)(May be acted upon Jan 2020)	Would require the Director of Developmental Services to identify regional centers that are in need of a satellite office or satellite offices in catchment areas where barriers to access may exist. The bill would require the director, on or before July 1, 2020, to consult with each regional center identified by the director to determine an appropriate location for the satellite office or offices. The bill would require each regional center identified by the director to inform the public of its plans to open one or more satellite offices, and to offer services to individuals with developmental disabilities at those satellite offices on or before July 1, 2021. Last Amended on 5/16/2019		League Position: Watch CSAC Position: Watch
<u>AB 641</u> <u>Frazier D</u> Developmental services: integrated competitive employment.	ASSEMBLY 2 YEAR 6/4/2019 - Failed Deadline pursuant to Rule 61(a)(8). (Last location was APPR. SUSPENSE FILE on 5/15/2019)	Current law establishes the Employment First Policy, which is the policy that opportunities for integrated, competitive employment be given the highest priority for working age individuals with developmental disabilities, regardless of the severity of their disabilities. Current law authorizes a consumer to choose a tailored day service or vouchered community-based training service, in lieu of any other regional center vendored day program, look-alike day program, supported employment program, or work activity program. This bill would authorize a consumer in a supported employment program or work activity program who has the stated goal of integrated competitive employment in their IPP to request to use tailored day services in conjunction with their existing program to achieve that goal, if specified criteria are met, including that the type, amount, and provider of tailored day service allowed under these provisions is determined through the IPP process. The bill would specify the maximum hours of tailored day services that may be authorized in conjunction with existing services under these provisions. Last Amended on 3/21/2019		League Position: Watch CSAC Position: Watch
<u>AB 675</u> <u>Rodriguez D</u> Prisons: security assessments.	ASSEMBLY 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/10/2019)(May be acted upon Jan 2020)	Current law establishes the Department of Corrections and Rehabilitation (CDCR) and charges them with jurisdiction over the prisons and correctional institutions of the state, as specified. This bill would require the CDCR to conduct a security inspection and audit, as specified, of each facility that houses inmates at regular intervals, but at least every 4 years. Last Amended on 3/20/2019		League Position: Watch CSAC Position: No position
<u>AB 721</u> <u>Grayson D</u> Workforce training programs: supportive services.	ASSEMBLY 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on	Would require the California Workforce Development Board, in partnership with the State Department of Social Services and the Office of the Chancellor of the California Community Colleges, to establish and administer the Lifting Families Out of Poverty Workforce Training Supportive Services Program. The bill would require the board, upon appropriation by the Legislature for that purpose, to make \$50,000,000 in grants available to consortia, composed of representatives from local		League Position: Watch CSAC Position: Watch

	5/8/2019)(May be acted upon Jan 2020)	workforce development boards, county welfare departments, community colleges, or other stakeholders, that apply for funding to provide supportive services, as defined, and are approved in accordance with the bill. Last Amended on 4/25/2019		
<u>AB 812</u> <u>Frazier D</u> Developmental services: Inspector General.	ASSEMBLY 2 YEAR 6/4/2019 - Failed Deadline pursuant to Rule 61(a)(8). (Last location was APPR. SUSPENSE FILE on 5/15/2019)	Would require the State Department of Developmental Services, on or before July 1, 2020, to convene a working group of consumers, consumer representatives, and representatives of specified agencies to examine topics related to oversight and accountability of the developmental services system. The bill would require the department, on or before January 1, 2021, to report to the Legislature any findings and policy recommendations resulting from working group's examination. Last Amended on 4/25/2019		League Position: Watch CSAC Position: Watch
<u>AB 813</u> <u>Frazier D</u> Developmental services: alternative dispute resolution.	ASSEMBLY 2 YEAR 6/4/2019 - Failed Deadline pursuant to Rule 61(a)(8). (Last location was APPR. SUSPENSE FILE on 5/15/2019)	Would require each regional center to establish a dispute resolution program to hear and decide disputes between the regional center and consumers regarding the provision of services and eligibility for services. The bill would authorize the State Department of Developmental Services to establish a grant program to provide funding to regional centers to establish the dispute resolution programs and enable regional centers to operate the dispute resolution programs, as specified. Last Amended on 4/24/2019		League Position: No position CSAC Position: Watch
<u>AB 823</u> <u>Arambula D</u> Developmental services.	ASSEMBLY HUM. S. 3/26/2019 - In committee: Hearing postponed by committee. (Set for hearing on 1/14/2020) 1/14/2020 1:30 p.m. - State Capitol, Room 437 ASSEMBLY HUMAN SERVICES, REYES, Chair	Current law requires the State Department of Developmental Services to establish policies and procedures for the development of an annual community placement plan by regional centers. Current law requires those policies to address statewide priorities, plan requirements, and the statutory roles of regional centers, developmental centers, and regional resource development projects in the process of assessing consumers for community living and in the development of community resources This bill would expressly include mobile crisis services and paid employment for service providers as a means for which the department is authorized to establish guidelines for the usage of community placement funds.		League Position: Watch CSAC Position: Watch
<u>AB 831</u> <u>Grayson D</u> Department of Housing and Community Development: study: local fees: new developments.	SENATE RLS. 6/6/2019 - Referred to Com. on RLS.	Would require the Department of Housing and Community Development to post the study on its internet website on or before March 1, 2020. The bill would also require the department, by January 1, 2024, to issue a report to the Legislature on the progress of cities and counties in adopting the recommendations made in the study. Last Amended on 5/16/2019		League Position: Watch CSAC Position: Watch
<u>AB 847</u> <u>Grayson D</u> Housing:	ASSEMBLY 2 YEAR 4/26/2019 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was H. &	Would require the Department of Housing and Community Development , upon appropriation by the Legislature, to establish a competitive grant program to award grants to cities and counties to offset up to 100% of any transportation-related		League Position: Take to policy committee CSAC Position: Watch

transportation-related impact fees grant program.	C.D. on 4/1/2019)(May be acted upon Jan 2020)	impact fees exacted upon a qualifying housing development project, as defined, by the local jurisdiction. Last Amended on 3/27/2019		
<u>AB 901</u> <u>Gipson D</u> Juveniles.	SENATE 2 YEAR 9/15/2019 - Failed Deadline pursuant to Rule 61(a)(15). (Last location was ED. on 9/9/2019)(May be acted upon Jan 2020)	In a county that has not elected to participate in a truancy mediation program, current law authorizes the county superintendent of schools to petition the juvenile court on behalf of a pupil for proper disposition of a case. In a county that has not established a school attendance review board, existing law authorizes the school district to notify the district attorney or probation officer, as specified, that available community resources cannot resolve the problem of truancy or insubordination. This bill would repeal the authority of the county superintendent of schools to petition the juvenile court on behalf of a pupil, as described above, in a county that has not elected to participate in a truancy mediation program. Last Amended on 9/6/2019	Oppose	League Position: Watch CSAC Position: Pending
<u>AB 933</u> <u>Petrie-Norris D</u> Ecosystem resilience: watershed protection: watershed coordinators.	SENATE 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/12/2019)(May be acted upon Jan 2020)	Would authorize the Department of Conservation, to the extent funds are available, to establish and administer the Ecosystem Resilience Program to fund watershed coordinator positions, as provided, and other necessary costs, throughout the state for the purpose of achieving specified goals, including the goal to develop and implement watershed improvement plans, and other plans to enhance the natural functions of a watershed, aligned with multiple statewide and regional objectives across distinct bioregions. The bill would require the department to develop performance measures and accountability controls to track progress and outcomes of all watershed coordinator grants. Last Amended on 7/11/2019		League Position: No position CSAC Position: Pending
<u>AB 1001</u> <u>Ting D</u> Child care: strategic planning councils.	SENATE 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/12/2019)(May be acted upon Jan 2020)	Current law requires a local planning council, by May 30 of each year, and upon approval by the county board of supervisors and the county superintendent of schools, to submit to the State Department of Education the local priorities it has identified that reflect all child care needs in the county, and requires the local planning council, in order to identify those local priorities, to do certain things, including, among others, encourage public input in the development of the priorities, collaborate with specified entities to foster partnerships designed to meet local child care needs, and conduct an assessment of child care needs in the county at least once every 5 years. Current law defines “child care” for purposes of these provisions to mean all licensed child care and development services and license-exempt child care for all children up to and including 12 years of age, as provided. This bill would rename “local planning council” to “strategic planning council” and would revise the definition of “child care” to include early childhood education services. Last Amended on 7/3/2019		League Position: Watch CSAC Position: Watch
<u>AB 1137</u> <u>Nazarian D</u> The California Department of Aging.	SENATE 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on	The Mello-Granlund Older Californians Act establishes the California Department of Aging in the California Health and Human Services Agency, and sets forth its mission to provide leadership to the area agencies on aging in developing systems of home- and community-based services that maintain individuals in their own homes or least restrictive homelike environments. Current law requires the department to develop minimum standards for service delivery, and requires those standards to		League Position: Watch CSAC Position: Watch

	7/1/2019)(May be acted upon Jan 2020)	ensure that a system meets specified requirements, including that it has cost containment and fiscal incentives consistent with the delivery of appropriate services at the appropriate level. This bill would delete that cost containment and fiscal incentives requirement Last Amended on 4/22/2019		
<u>AB 1194</u> <u>Frazier D</u> Sacramento-San Joaquin Delta: Delta Stewardship Council.	ASSEMBLY 2 YEAR 4/26/2019 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 3/11/2019)(May be acted upon Jan 2020)	Would increase the membership of the Delta Stewardship Council to 13 members, including 11 voting members and 2 nonvoting members, as specified. By imposing new duties upon local officials to appoint new members to the council, the bill would impose a state-mandated local program.		League Position: Watch CSAC Position: Pending
<u>AB 1275</u> <u>Santiago D</u> Mental health services: county pilot program.	SENATE 2 YEAR 9/15/2019 - Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/14/2019)(May be acted upon Jan 2020)	Would require the State Department of Health Care Services to establish a 3-year pilot project to include the County of Los Angeles and up to 9 additional counties in which each participating county would be required to establish an outreach team, comprised of county employees, to provide outreach services to individuals with a history of mental illness or substance use disorders who are unable to provide for urgently needed medical care and who are homeless or at risk of experiencing homelessness. Last Amended on 5/16/2019		League Position: Watch CSAC Position: Watch
<u>AB 1299</u> <u>Salas D</u> Petroleum refineries: air monitoring systems.	SENATE 2 YEAR 9/15/2019 - Failed Deadline pursuant to Rule 61(a)(15). (Last location was THIRD READING on 9/12/2019)(May be acted upon Jan 2020)	Current law generally designates air pollution control and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Current law requires a refinery-related community air monitoring system, as defined, to be installed on or before January 1, 2020, as specified, and requires an air district to design, develop, install, operate, and maintain the refinery-related community air monitoring system or to contract with a 3rd party to provide those services. Existing law requires an owner or operator of a petroleum refinery to develop, install, operate, and maintain a fence-line monitoring system, as defined, on or before January 1, 2020, as specified. This bill, for the above-stated purposes, would define petroleum refinery, as specified, and exclude certain small refineries. Last Amended on 9/10/2019		League Position: Watch CSAC Position: Watch
<u>AB 1436</u> <u>Stone, Mark D</u> CalWORKs: eligibility: income exemptions.	SENATE 2 YEAR 7/10/2019 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HUM. S. on 6/12/2019)(May be acted upon Jan 2020)	Current law, exempts certain income from the calculation of a family's income for purposes of determining eligibility for the CalWORKs program, including disability-based unearned income, in accordance with specified provisions, depending upon whether or not that income exceeds \$225. This bill would incrementally increase the above amounts of exempted income on an annual basis, commencing on January 1, 2020. The bill would declare that no appropriation would be made for purposes of the bill pursuant to the provision continuously appropriating funds for the CalWORKs program. Last Amended on 5/16/2019		League Position: Watch CSAC Position: Watch
<u>AB 1544</u> <u>Gipson D</u>	SENATE 2 YEAR 9/15/2019 - Failed Deadline pursuant to Rule 61(a)(15).	Would establish within the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act until January 1, 2030, the Community Paramedicine or Triage to Alternate Destination Act of 2019. The bill would	Oppose	League Position: Support CSAC Position: Neutral

Community Paramedicine or Triage to Alternate Destination Act.	(Last location was INACTIVE FILE on 9/10/2019)(May be acted upon Jan 2020)	authorize a local EMS agency to develop a community paramedicine or triage to alternate destination program, as defined, to provide specified community paramedicine services. The bill would require the authority to develop regulations to establish minimum standards for a program and would further require the Commission on Emergency Medical Services to review and approve those regulations. Last Amended on 8/30/2019		
<u>AB 1631</u> <u>Gray D</u> Fire protection: volunteer firefighters: training.	ASSEMBLY 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/8/2019)(May be acted upon Jan 2020)	Would require the State Fire Marshal to employ at least 5 traveling training officers and any necessary equipment to provide weekend and evening training classes year-round, as specified, to volunteer fire departments and those fire departments consisting of a combination of volunteer, partly paid, or fully paid members. The bill would also authorize firefighters to receive 100% reimbursement of actual costs from the State Fire Marshal for attending training classes at a local community college if the State Fire Marshal is unable to provide training classes.		League Position: Watch CSAC Position: Watch
<u>AB 1643</u> <u>Garcia, Eduardo D</u> Developmental services: fair hearings.	SENATE 2 YEAR 7/10/2019 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HUM. S. on 5/29/2019)(May be acted upon Jan 2020)	Current law requires a service agency, defined, in part, as a developmental center or regional center, to have a fair hearing procedure that meets prescribed requirements, including adequate notice standards, to resolve conflicts between the service provider and recipients of, or applicants for, service. Existing law provides that adequate notice be sent to the applicant or recipient and the authorized representative in specified circumstances, including if the service agency makes certain decisions, such as to reduce, to terminate, or to change services described in an individual program plan, without the mutual consent of the service recipient or authorized representative. This bill would instead require the service agency to provide adequate notice to the above-specified individuals if the service agency makes specified decisions relating to services, irrespective of whether the service agency makes this decision without mutual consent of the service recipient or authorized representative. Last Amended on 6/20/2019		League Position: Watch CSAC Position: Watch
<u>AB 1769</u> <u>Frazier D</u> County of Solano: mental health facilities.	ASSEMBLY APPR. SUSPENSE FILE 5/16/2019 - In committee: Held under submission.	Would appropriate \$14,000,000 to the County of Solano from the General Fund in the 2019–20 fiscal year for the planning, construction, and operation of two integrated mental health residential facilities, as specified. The bill would require the county to report specified information to the Governor and the Legislature annually, on or before January 1, of each year, commencing in 2022, and ending, upon repeal of the provision, in 2025. Last Amended on 4/12/2019	Support	League Position: Watch CSAC Position: Watch
<u>ACA 1</u> <u>Aguiar-Curry D</u> Local government financing: affordable housing and public infrastructure: voter approval.	ASSEMBLY THIRD READING 8/19/2019 - Read third time. Refused adoption. Motion to reconsider made by Assembly Member Aguiar-Curry.	The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of	Support	League Position: Support CSAC Position: Support

		the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements. Last Amended on 3/18/2019		
<u>ACA 3</u> <u>Mathis R</u> Clean Water for All Act.	ASSEMBLY W.P. & W. 4/30/2019 - In committee: Set, first hearing. Failed passage. Reconsideration granted.	This measure, the Clean Water for All Act, would additionally require, commencing with the 2021–22 fiscal year, not less than 2% of specified state revenues to be set apart for the payment of principal and interest on bonds authorized pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014; water supply, delivery, and quality projects administered by the department, and water quality projects administered by the state board, as provided. Last Amended on 3/20/2019		League Position: Watch CSAC Position: Watch
<u>SB 4</u> <u>McGuire D</u> Housing.	SENATE 2 YEAR 4/26/2019 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was GOV. & F. on 4/2/2019)(May be acted upon Jan 2020)	Would authorize a development proponent of a neighborhood multifamily project or eligible transit-oriented development (TOD) project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a “neighborhood multifamily project” to mean a project to construct a multifamily unit of up to 2 residential dwelling units in a nonurban community, as defined, or up to 4 residential dwelling units in an urban community, as defined, that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019. Last Amended on 4/10/2019		League Position: Watch CSAC Position: Watch
<u>SB 48</u> <u>Wiener D</u> Low Barrier Navigation Center developments.	SENATE 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)	Current law requires that the housing element identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and to make adequate provision for the existing and projected needs of all economic segments of a community. This bill would revise the requirements of the housing element, as described above, in connection with the identification of zones where emergency shelters are allowed as a permitted use with a conditional use or other discretionary permit. The bill would generally require that emergency shelters be in areas that allow residential use, including mixed-use areas, but would permit designation in nonresidential zones if a zoning designation is not possible where residential use is a permitted use and if a local government can demonstrate that the zone is connected to specified amenities and services. Last Amended on 5/6/2019		League Position: Watch CSAC Position: Watch
<u>SB 50</u> <u>Wiener D</u> Planning and zoning: housing development: streamlined approval: incentives.	SENATE 2 YEAR 6/4/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)	Would authorize a development proponent of a neighborhood multifamily project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a “neighborhood multifamily project” to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019. Last Amended on 6/4/2019		League Position: Oppose unless amended CSAC Position: Oppose unless amended
<u>SB 169</u> <u>Jackson D</u>	ASSEMBLY 2 YEAR 7/10/2019 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was G.O. on	The Elder California Pipeline Safety Act of 1981 requires the State Fire Marshal to administer provisions regulating the inspection of intrastate pipelines that transport hazardous liquids. The act requires a pipeline operator to make available to the State Fire Marshal, or any officers or employees authorized by the State Fire Marshal,		League Position: Watch CSAC Position: Watch

Pipeline safety: records.	5/30/2019)(May be acted upon Jan 2020)	upon presentation of appropriate credentials, any records, maps, or written procedures that are required by the act to be kept by the pipeline operator and which concern accident reporting, design, construction, testing, or operation and maintenance. This bill would revise and recast specified provisions and would authorize the State Fire Marshal, for purposes of carrying out the requirements of state or federal law relating to hazardous liquid pipeline safety, to require the owner or operator of a pipeline to establish and maintain records, make reports, and provide any information that the State Fire Marshal reasonably requires, as provided.		
<u>SB 174</u> <u>Levva</u> D Early childhood education: reimbursement rates.	ASSEMBLY 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. on 7/10/2019)(May be acted upon Jan 2020)	Current law requires the cost of childcare services to be governed by regional market rates, as provided. Current law requires the regional market rate ceilings to be established at the 75th percentile of the 2016 regional market survey for that region or the regional market rate ceiling that existed in that region on December 31, 2017, whichever is greater. Current law requires reimbursement to license-exempt childcare providers to not exceed 70% of the family childcare home rate, as provided. This bill would instead require, until January 1, 2021, the regional market rate ceilings to be established at the 75th, and thereafter, at the 85th, percentile of the 2018 regional market survey for that region or the regional market rate ceiling that existed in that region on December 31, 2017, whichever is greater. Last Amended on 6/13/2019		League Position: Watch CSAC Position: Watch
<u>SB 204</u> <u>Dodd</u> D State Water Project: contracts.	ASSEMBLY 2 YEAR 7/10/2019 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was W.,P. & W. on 6/6/2019)(May be acted upon Jan 2020)	Would require the Department of Water Resources to provide at least 10 days' notice to the Joint Legislative Budget Committee and relevant policy and fiscal committees of the Legislature before holding public sessions to negotiate any potential amendment of a long-term water supply contract that is of projectwide significance with substantially similar terms intended to be offered to all contractors. The bill would require the department, before the execution of a specified proposed amendment to a long-term water supply contract and at least 60 days before final approval of such an amendment, to submit to the Joint Legislative Budget Committee and relevant policy and fiscal committees of the Legislature certain information regarding the terms and conditions of a proposed amendment of a long-term water supply contract and to submit a copy of the long-term contract as it is proposed to be amended. Last Amended on 5/17/2019	Support	League Position: Watch CSAC Position: Watch
<u>SB 214</u> <u>Dodd</u> D Medi-Cal: California Community Transitions program.	ASSEMBLY APPR. 8/21/2019 - August 21 set for first hearing canceled at the request of author.	Would require the State Department of Health Care Services to implement and administer the California Community Transitions (CCT) program, as authorized under federal law and pursuant to the terms of the Money Follows the Person Rebalancing Demonstration, to help an eligible Medi-Cal beneficiary move to a qualified residence, as defined, after residing in an institutional health facility for a period of 90 days or longer. The bill would require CCT program services to be provided by a lead organization, as defined, which would coordinate and ensure the delivery of all services necessary to implement the program. Last Amended on 8/12/2019		League Position: No position CSAC Position: Watch

<u>SB 253</u> <u>Dodd D</u> Cannella Environmental Farming Act of 1995: Environmental Farming Incentive Program.	ASSEMBLY 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/21/2019)(May be acted upon Jan 2020)	The Cannella Environmental Farming Act of 1995 requires the Secretary of Food and Agriculture to convene the Scientific Advisory Panel on Environmental Farming, as prescribed, for the purpose of providing advice to the secretary on the implementation of the Healthy Soils Program and the State Water Efficiency and Enhancement Program and assistance to federal, state, and local government agencies on issues relating to the impact of agricultural practices on air, water, and wildlife habitat, as specified. This bill would additionally require the panel to assist government agencies to incorporate the conservation of natural resources and ecosystem services practices into agricultural programs. Last Amended on 8/14/2019	League Position: Watch CSAC Position: Watch
<u>SB 264</u> <u>Glazer D</u> Wine growers: tasting rooms.	ASSEMBLY 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/14/2019)(May be acted upon Jan 2020)	Current law defines a licensed branch office with reference to certain winegrower and brandy manufacturer facilities for which a duplicate license has been issued. Current law prohibits a winegrower or brandy manufacturer from selling wine or brandy to consumers, or engaging in winetasting activities, at more than one licensed branch premise. Existing law limits the effect of this prohibition in connection with other premises, as specified. This bill would revise the prohibition described above to allow a winegrower or brandy manufacturer to sell wine or brandy to consumers, or to engage in winetasting activities, at up to 2 licensed branch premises.	League Position: No position CSAC Position: No position
<u>SB 278</u> <u>Beall D</u> Metropolitan Transportation Commission.	SENATE 2 YEAR 4/26/2019 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 4/10/2019)(May be acted upon Jan 2020)	The Metropolitan Transportation Commission Act creates the Metropolitan Transportation Commission as a local area planning agency to provide comprehensive regional transportation planning for the region comprised of the 9 San Francisco Bay area counties. The act requires the commission to continue to actively, on behalf of the entire region, seek to assist in the development of adequate funding sources to develop, construct, and support transportation projects that it determines are essential. This bill would also require the commission to determine that those transportation projects are a priority for the region. Last Amended on 3/28/2019	League Position: Watch CSAC Positions: Watch
<u>SB 298</u> <u>Caballero D</u> Poverty reduction.	ASSEMBLY 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/14/2019)(May be acted upon Jan 2020)	Would require the State Department of Social Services, commencing in 2020 and every 5 years thereafter, until January 1, 2039, to conduct an analysis and submit a report to the Legislature with specified information, including, among other things, the current California child poverty rate and an estimate of the progress that California is making toward ending deep child poverty by 2024 and reducing overall child poverty by 50% by 2039. Last Amended on 7/5/2019	League Position: Watch CSAC Position: Watch
<u>SB 321</u> <u>Mitchell D</u> CalWORKs: supportive services: childcare.	ASSEMBLY 2 YEAR 7/10/2019 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was HUM. S.	Would require that specified information necessary to enroll or transfer a family into childcare services be made available by a county welfare department to a contractor that provides childcare services. The bill would require, beginning no later than November 1, 2020, a county welfare department to provide a monthly report to stage-2 contractors containing specified information. The bill would authorize a county welfare department to provide training on security protocols and	League Position: Watch CSAC Position: Watch

	on 6/6/2019)(May be acted upon Jan 2020)	confidentiality of individual family data to a contractor who is given access to data pursuant to those provisions. Last Amended on 4/1/2019		
<u>SB 332</u> <u>Hertzberg D</u> Wastewater treatment: recycled water.	SENATE 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)	Would declare, except in compliance with the bill's provisions, that the discharge of treated wastewater from ocean outfalls is a waste and unreasonable use of water. The bill would require each wastewater treatment facility that discharges through an ocean outfall and affiliated water suppliers to reduce the facility's annual flow as compared to the average annual wastewater discharge baseline volume, as prescribed, by at least 50% on or before January 1, 2030, and by at least 95% on or before January 1, 2040. The bill would subject the owner or operator of a wastewater treatment facility, as well as the affiliated water suppliers, to a civil penalty of \$2,000 per acre-foot of water above the required reduction in overall volume discharge for the failure to meet these deadlines. Last Amended on 4/30/2019		League Position: Oppose CSAC Position: Pending
<u>SB 350</u> <u>Hertzberg D</u> Electricity: resource adequacy: multiyear centralized resource adequacy mechanism.	ASSEMBLY 2 YEAR 7/10/2019 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was U. & E. on 5/9/2019)(May be acted upon Jan 2020)	Would authorize the Public Utilities Commission to consider a multiyear centralized resource adequacy mechanism, among other options, to most efficiently and equitably meet specified resource adequacy objectives.		League Position: Watch CSAC Position: Pending
<u>SB 421</u> <u>Pan D</u> Children's Cabinet of California.	SENATE 2 YEAR 5/17/2019 - Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)	The California Early Intervention Services Act provides a statewide system of coordinated, comprehensive, family-centered, multidisciplinary, interagency programs responsible for providing appropriate early intervention services and support to all eligible infants and toddlers and their families. This bill, to the extent that sufficient federal or private funds are deposited with the state and appropriated by the Legislature, would establish the Children's Cabinet of California to serve, until January 1, 2025, as an advisory body responsible for improving the collaboration among agencies that provide services to the children and youth of the state. Last Amended on 4/22/2019		League Position: Watch CSAC Position: Watch
<u>SB 672</u> <u>Hill D</u> Planning and zoning: regional housing need allocation: City of Brisbane.	ASSEMBLY 2 YEAR 8/30/2019 - Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/14/2019)(May be acted upon Jan 2020)	Would, for the 5th and 6th cycle of the housing element planning period for the City of Brisbane, prohibit the Association of Bay Area Governments from allocating to the City of Brisbane a share of the regional housing need that exceeds the share allocated to the city for the current planning period if specified conditions apply. Among these conditions, the bill would require that the City of Brisbane has taken action during the current planning period to zone or rezone sites sufficient to accommodate 615% or more of its regional housing need allocation for the current planning period. Last Amended on 4/25/2019		League Position: Support CSAC Position: Watch

ATTACHMENT F

<u>SB 721</u> <u>Stone R</u> Developmental services: rate methodology.	SENATE 2 YEAR 4/26/2019 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was HUM. S. on 4/10/2019)(May be acted upon Jan 2020)	Would require the State Department of Developmental Services to develop and implement, on or before June 30, 2021, a new rate methodology that utilizes quality and performance measures to compensate service providers based on those measures to replace the rate methodologies for all services and supports in effect before that date, or to be an adjunct to those rate methodologies. The bill would require the department to seek input from specified stakeholders in the development of the new rate methodology, and to hold at least 2 public meetings as part of those efforts. Last Amended on 4/8/2019		League Position: Watch CSAC Position: Watch
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Total Measures: 58

Total Tracking Forms: 58



Governor's 2020-21 Proposed State Budget

Overview

Governor Gavin Newsom submitted his 2020-21 State Budget proposal to the Legislature today. His new proposal has an increase of 3.2% over the 2019-20 budget. He characterized this document as putting the state on a strong fiscal foundation. The Governor's proposed budget also points out that California's economy continues to grow, with 117 months of net job-growth (1 in 7 new jobs nationally is in California) and has averaged 3.8 percent GDP growth over the same timeframe. The state is also on strong footing in the markets and has paid down much of its debt (specifically, \$6.8 billion towards its debt in 2020-21). The pension issue "remains daunting in the State of California." However, the state has a strong Rainy Day Fund at approximately \$18 billion, with a total of \$21 billion in reserves. While the state is currently expecting a \$5.6 billion surplus (as opposed to the LAO's \$7 billion estimate; Gov is choosing not to include the money anticipated from extension of the Managed Care Organization (MCO) tax), the state is starting to see a "contraction of expansion," meaning a slowing of the state's economic growth. The Governor again noted that even a small recession could result in the loss of \$70 billion in revenues to the state over the next several years.

Topline:

- New proposals and money to address homelessness - \$1.4 billion to pay monthly rents, build more shelters and provide treatment to those struggling with finding long-term housing;
- \$695 million to boost the state's Medicaid programs to expand services for homeless individuals whose housing struggles are directly linked to health problems;
- More firefighting resources (677 new CalFire positions over five years, \$90 million for new technology and a forecast center to better predict, track and battle blazes. Continuation of a \$200-million annual investment approved by lawmakers to reduce the kinds of vegetation that fuel wildfires, more than \$100 million to fund the Legislature's pilot program to harden homes in fire-prone areas, and \$50 million one-time to help to prepare for power outages);
- \$100 million to cover health care for approximately 25,000 non-citizens over the age of 65; \$80.5 million (\$64.2 million General Fund) for this expansion, including In-Home Supportive Services costs.
- \$500 million to harden drinking water facilities, emergency shelters and other types of critical infrastructure to better withstand disasters, "with a focus on low-income areas at significant risk of wildfires,".
- \$4.75 billion "Climate Resiliency Bond"; e.g., \$340 million to support projects to reduce urban flood risks through 2025, \$270 million for flood and restoration efforts, etc.
- Make California for the first state in U.S. to manufacture its own generic drugs in an effort to limit costs.
- \$18 billion in Rainy Day Fund, \$19.4 billion in forecast; over \$21 billion total in reserves.

Health and Human Services

\$45.1 million General Fund in 2020-21 and \$42 million General Fund in 2021-22 for the Department to implement a Behavioral Health Quality Improvement Program.

County Administration—The Budget includes an increase of \$67.7 million (\$23.7 General Fund) for county eligibility determination activities.

County Indigent Health Savings—The Budget reflects \$589.8 million in projected county indigent health savings in 2020-21 to offset General Fund costs in the CalWORKs program, a decrease of \$13.1 million from 2019-20.

Social Services

CalFresh Administration Budgeting Methodology—The Budget holds CalFresh county administration funding in 2020-21 to the 2019-20 level, resulting in increased costs of \$26.9 million General Fund.

Food Banks—The Budget includes \$20 million one-time General Fund for existing Emergency Food Assistance Program providers and food banks.

CalWORKs Grant Increase—As referenced in the Early Childhood chapter, the Budget reflects a 3.1-percent increase to CalWORKs Maximum Aid Payment levels, effective October 1, 2020.

Effective January 2020, the maximum SSI/SSP grant levels are \$943 per month for individuals and \$1,583 per month for couples. The projected growth in the Consumer Price Index is 1.7 percent for 2021. As a result, the maximum SSI/SSP monthly grant levels will increase by approximately \$13 and \$20 for individuals and couples, respectively, effective January 2021. CAPI benefits are equivalent to SSI/SSP benefits. The 2019 Budget Act included \$25 million General Fund ongoing to assist homeless, disabled individuals applying for SSI/SSP benefits.

Behavioral Health

Prop 63 - the Act should be updated to better focus on people with mental illness who are also experiencing homelessness, who are involved in the criminal justice system, and for early intervention for youth. The Administration will submit a proposal in the spring regarding this proposed reform. Warning that Administration will get more aggressive about counties perceived to be sitting on reserves that are too large.

\$10 Million for Adverse Childhood Experiences (ACES).

Systems Improvement - In alignment with the Medi-Cal Healthier California for All initiative, the Budget includes \$45.1 million General Fund in 2020-21 and \$42 million General Fund in 2021-22 enhanced data-sharing capability for care coordination and establishing the foundational elements of value-based payment such as data collection, performance measurement, and reporting.

Child Support

Child Support Payments—The Budget proposes to increase the amount of child support payments passed through to CalWORKs families, effective January 1, 2022, from the current \$50 to \$100 for a family with one child and \$200 for a family with two or more children (see the Early Childhood chapter for more information). The Budget also proposes statutory changes to forgive child support payment arrearages or past due amounts that are determined to be uncollectible, beginning January 1, 2022. Increased Support for Local Child Support Agencies—The Budget includes an increase of \$56 million (\$19.1 million General

Fund) for Local Child Support Agency administrative costs. See the Early Childhood chapter for more information.

IHSS

Minimum Wage—The Budget reflects \$1.1 billion (\$523.8 million General Fund) to support planned minimum wage increases of \$13 per hour on January 1, 2020 and \$14 per hour on January 1, 2021.

Continuum of Care Reform

Child Welfare Workforce Development—The Budget includes \$11 million (\$5.6 million General Fund) to establish an additional child welfare social workers regional training academy in northern California (bringing the statewide total to five academies), increase ongoing training for social workers and supervisors, assess training effectiveness, and modernize how social worker training is monitored and used to inform workforce development planning.

Developmental Services

The Budget includes \$78 million (\$60 million General Fund) to establish a Performance Incentive Program for Developmental Services administered through the Regional Center system.

Housing

By 2023, HCD, in consultation with stakeholders, will revamp the next RHNA cycle to promote and streamline housing development. This will maximize the number of new homes for which California's cities and counties plan and zone. Importantly, the new process will provide for more ambitious goals to address California's housing crisis. The Administration is committed to working with the Legislature this year on additional actions to expedite housing production, including changes to local zoning and permitting processes, as well as adding predictability and reducing the costs of development fees.

Public Safety

Adults

The Administration proposes to strengthen the state's oversight of county jails. The Board of State and Community Corrections will more actively engage counties regarding deficiencies identified as part of its inspections through its public board meeting process and by more frequent follow-up inspections. The Board will also provide additional technical assistance to those counties where issues are identified. Also, as part of the Title 15 jail standards review, the Board will make sure the standards are consistent with national best practices.

Reducing probation terms to a two-year maximum and increasing supervision for specified misdemeanors. \$60 million General Fund annually for three years and \$30 million General Fund in 2023-24, to supervise and provide probation services for misdemeanants, with the aim of improving public safety by reducing recidivism of these individuals.

Resources to establish a statewide ability to pay program within the trial courts for both traffic and non-traffic infractions.

\$11 million ongoing General Fund, in addition to baseline funding of \$113.8 million General Fund, to stabilize SB 678 funding provided to counties.

\$13.8 million General Fund for county probation departments to supervise the temporary increase in the average daily population of offenders on Post-Release Community Supervision.

\$722,000 ongoing General Fund to support an electronic health care data exchange process to transfer health records to counties for inmates who are transitioning to county custody or the community.

Juvenile Offenders

Cluster the 5,800 young offenders (under age 26) into campus-style environments within existing facilities, with specialized programming and educational opportunities – with \$6.2 million General Fund in 2020-21, and \$10.1 million ongoing, to establish Youth Offender Rehabilitative Communities. These are programs that house offenders under the age of 26 together at select adult institutions in campus-style environments conducive to positive behavioral programming. A model program will be established at Valley State Prison in Chowchilla.

Transportation

5 Year Plan

\$5 billion in public transit and rail infrastructure, and \$1.1 billion for active transportation projects, to increase access to multi-modal transportation options. Additionally, the Plan includes continued investment in High Speed Rail.

\$22 billion will be available for new state highway repair and rehabilitation projects in the State Highway Operations and Protection Program (SHOPP).

\$3.3 billion will be available for the State Transportation Improvement Program.

\$1 billion for partnerships with local transportation agencies.

Water

The Budget prioritizes recommendations emerging from the Water Resilience Portfolio, with 62 percent of the proposed \$4.75 billion climate resilience bond dedicated to programs that align with priorities identified in the Portfolio. In addition to the bond (details below) the budget includes \$60 million General Fund to support local implementation of SGMA.

Cannabis

In an effort to improve access to licensing and simplify regulatory oversight of commercial cannabis activity, the Administration plans to consolidate the three licensing entities into a single Department of Cannabis Control by July 2021. Establishing a stand-alone department with dedicated enforcement will centralize and align critical regulatory functions to build a successful legal cannabis market and create a single point of contact for cannabis licensees and local governments. The Administration will submit more details on this proposal in spring 2020. The Administration also proposes to simplify tax administration for cannabis by changing the point of collection of cannabis taxes. The changes move the responsibility for the cultivation excise tax from the final distributor to the first and for the retail excise tax from the distributor to the retailer.

Climate Resilience Bond
(Dollars in Millions)

Investment Category	Department	Program	Amount
Drinking Water, Flood, Drought	Department of Water Resources / State Water Resources Control Board	Regional and Inter-regional Water Resilience	\$1,000
	Department of Water Resources	Sustainable Groundwater Management	\$395
	State Water Resources Control Board	Safe Drinking Water	\$360
	Department of Water Resources	Flood - Urban/USACE Projects	\$340
		Flood - Systemwide Multi-benefit	\$270
	Natural Resources Agency	Salton Sea	\$220
	California Department of Food and Agriculture	Environmental Farming Incentive Program	\$200
	Department of Fish and Wildlife	Enhanced Stream Flows and Fish Passage	\$140
	Subtotal	\$2,925	
Wildfire	Natural Resources Agency, CAL FIRE, and Office of Emergency Services	Hardening of Critical Community Infrastructure	\$500
	CAL FIRE	Forest Health	\$250
	Subtotal	\$750	
Sea Level Rise	Ocean Protection Council	Coastal Wetland Restoration	\$320
		Nature-Based Solutions to Build Resilience	\$130
		Demonstration Projects to Protect Critical Infrastructure	\$50
		Subtotal	\$500
Extreme Heat	Natural Resources Agency	Urban Greening and Forestry	\$200
	Strategic Growth Council	Cool Surface Materials	\$125
	Subtotal	\$325	
Community Resilience	Strategic Growth Council	Community Resilience Planning	\$25
		Community Resiliency Centers	\$225
		Subtotal	\$250
Total			\$4,750



**GOVERNOR'S PROPOSED BUDGET FOR 2020-21
JANUARY 10, 2020**

TO: CSAC Board of Directors
County Administrative Officers

FROM: Graham Knaus, CSAC Executive Director
Darby Kernan, CSAC Deputy Executive Director of Legislative Services

RE: **Governor's January Budget Proposal for 2020-21**

Governor Newsom released his proposals for the 2020-21 state budget this morning, continuing many of the themes from last year's budget release—including showing his detailed knowledge of the California budget over the course of a briefing stretching nearly three hours.

The Governor emphasized the continuing strength of the California economy, the robust state budget reserves, and the significant challenges facing the state, especially wildfires, homelessness, and inequality of opportunity. The briefing and [the 350-plus page summary document](#) released this morning also highlight Governor Newsom's desire to tackle as many major issues as possible, with significant proposals in almost every budget category.

Several of those proposals warrant close attention from counties, including:

- A \$12.5 billion investment over five years for climate resilience, partially funded by a proposed climate bond, to fund initiatives related to forest health, Community Power Resiliency (formerly PSPS), home hardening, and a climate revolving fund that would provide low- interest loans for waste diversion, low-carbon transportation, and sustainable agriculture.
- A new Access to Housing and Services Fund, as announced earlier this week, with an initial state investment of \$750 million, which will pay rent for individuals facing homelessness, support new dwelling units, and help stabilize board and care facilities and homes.
- A reduction in probation term lengths for both felony and misdemeanants to two years, matched with an investment in more intensive supervision and services for misdemeanor probationers.
- \$695 million, growing to \$1.4 billion in the out-years, for preventative health care, over a third of which will be aimed at the unsheltered homeless population.

These proposals and the others discussed below represent a starting point for policymakers. As language is written and negotiations begin, we will look ahead to the April tax returns and the Governor's updated proposals in the May Revision. CSAC's legislative conference is scheduled to take place on May 27-28, so county officials in attendance will be well-situated to advocate directly to their legislators and the Administration.

For questions about any of the issues in the budget summary, please contact the [CSAC Legislative Staff](#).

If you would like to receive the Budget Action Bulletin electronically, please e-mail Karen Schmelzer, CSAC Legislative Assistant at kschmelzer@counties.org.

2020-21 Governor's Budget
Summary by Agency
(\$ in thousands)

State Agencies	Positions	General Fund	Special Funds	Bond Funds	Total State Funds
K-12 Education	2,525	\$59,638,902	\$427,588	\$1,541,387	\$61,607,877
Health and Human Services	32,443	\$47,476,340	\$23,780,688	---	\$71,257,028
Higher Education	163,567	\$17,508,587	\$194,848	\$418,503	\$18,121,938
Corrections and Rehabilitation	57,087	\$13,387,521	\$3,129,605	---	\$16,517,126
General Government	12,553	\$4,461,466	\$6,692,362	\$8,998	\$11,162,826
Legislative, Judicial, Executive	13,154	\$4,382,782	\$3,586,111	\$539,749	\$8,508,642
Natural Resources	20,541	\$3,905,784	\$1,791,831	\$1,106,547	\$6,803,992
Government Operations	19,437	\$1,425,113	\$351,081	\$7,916	\$1,784,110
Business, Consumer Services & Housing	6,030	\$349,906	\$1,024,591	\$1,082,912	\$2,457,409
Transportation	40,466	\$240,461	\$18,109,480	\$627,551	\$18,977,492
Labor and Workforce Development	11,025	\$163,643	\$887,133	---	\$1,050,776
Environmental Protection	5,966	\$142,873	\$3,782,578	\$18,066	\$3,943,517
TOTAL	384,793	\$153,083,298	\$63,757,896	\$5,351,539	\$222,192,733

2020-21 Revenue Sources
(\$ in millions)

	General Fund	Special Funds	Total	Change from 2019-20
Personal Income Tax	\$102,878	\$2,376	\$105,254	\$1,172
Sales and Use Tax	\$28,243	\$12,752	\$40,995	\$1,540
Corporation Tax	\$16,007	---	\$16,007	\$702
Highway users tax	---	\$8,794	\$8,794	\$415
Insurance Tax	\$3,117	---	\$3,117	\$94
Alcoholic Beverage Taxes and Fees	\$389	---	\$389	\$6
Cigarette Tax	\$58	\$1,938	\$1996	-\$9
Motor Vehicle Fees	\$38	\$10,359	\$10,397	\$391
Other	\$2,864	\$22,118	\$24,982	-\$1,739
Subtotal	\$153,594	\$58,337	\$211,931	\$2,572
Transfer to the Budget Stabilization/ Rainy Day Fund	-\$1,959	\$1,959	---	---
TOTAL	\$151,635	\$60,296	\$211,931	\$2,572

Homelessness

The Governor's January budget includes the below proposals to aid in California's response to the homelessness crisis.

California Access to Housing and Services Fund

The Governor's January budget proposal calls for the creation of the California Access to Housing and Services Fund. If appropriated by the Legislature, the fund will include an initial \$750 million, one-time General Fund investment. The fund will be administered by the State Department of Social Services to pay rent for individuals facing homelessness, support regions to bring on more dwelling units, and to help stabilize board and care facilities/homes. While previous state emergency aid funding has been allocated to counties, cities, or Continuums of Care, these funds are proposed to be allocated directly to service providers. The proposal states the funds will flow through performance-based contracts between the state and regional administrators. The regional administrators will provide short- and long-term rental subsidies, make small and medium-sized contributions to encourage development of new units in

exchange for a rental credit, and stabilize board and care facilities by funding capital projects and/or operating subsidies. The Governor envisions that philanthropy and private sector donations will augment this initial General Fund investment.

Medi-Cal Healthier California for All (formerly known as CalAIM)

The Governor's January budget proposal includes \$695 million (\$348 million General Fund), including federal funds, aimed at transforming Medi-Cal to boost preventative care that brings down the cost of health care. Funding for the proposal would increase to \$1.4 billion in 2021-22 and 2022-23. The proposal is expected to address challenges faced by chronically unsheltered populations—providing funding for tenancy support services, housing navigation services, recuperative care, and could include targeted rental assistance, if housing insecurity is tied to inappropriately high utilization of costly health care services.

Incompetent to Stand Trial

The Governor's January budget proposal includes \$24.6 million in 2020-21 and \$364.2 million over six years for the Department of State Hospitals to implement efforts in three pilot counties to place individuals with mental health needs, specifically those designated Incompetent to Stand Trial, into stable placements in the community instead of state hospitals. The Governor's January Budget proposal also includes \$8.9 million General Fund in 2020-21 and \$11.2 million General Fund annually to expand the Jail-Based Competency Treatment program to eight additional counties.

Behavioral Health Task Force

The Governor's January budget proposal calls for the creation of the Behavioral Health Task Force comprised of county representatives, and other relevant stakeholders, to review existing policies and programs and coordinate system changes to prevent and respond to the impacts of mental illness and substance abuse in California. The Administration will also work to reform the Mental Health Services Act (Proposition 63) with the goal of better focusing on people with mental illness who are also experiencing homelessness, are involved in the criminal justice system, and for early intervention of children.

In addition to these budget proposals, earlier this week the Governor announced a series of executive actions which:

- Coordinate identification of state-owned land (Caltrans, vacant or decommissioned hospitals, and fairgrounds) that can be used to temporarily house homeless individuals;
- Deploy 100 camp trailers and modular tent structures to provide temporary housing and delivery of health and social services; and

ACTION

CALIFORNIA STATE ASSOCIATION OF COUNTIES

5

- Establish a multi-agency crisis response team to assist local governments in addressing street homelessness.

The announcement also included the [final allocations](#) for the Homeless Housing, Assistance and Prevention program included in the 2019-20 Budget which provides \$175 million directly to counties and \$190 million to Continuums of Care.

Administration of Justice

Local Public Safety

2011 Public Safety Realignment

The Governor's January budget proposal updates revenue assumptions for 2011 Public Safety Realignment programs. For the Community Corrections Subaccount (AB 109), the 2019-20 statewide base remains \$1.366 billion, with growth estimated at \$92.6 million. This is an increase of \$37.8 million over the final 2018-19 growth of \$54.8 million. Realignment revenue estimates are refined with the release of the Governor's May Revision and finalized in the fall. CSAC will provide individual county estimates in the coming weeks.

Probation Reforms and Investments

The Governor's January budget proposal includes significant new investments and reforms for adult probation supervision and programs. This includes:

- \$60 million General Fund annually for three years and \$30 million General Fund in 2023-24, to provide additional supervision and services for misdemeanor probationers.
- A reduction in probation terms to two years for both felony and misdemeanor probationers and an opportunity for earned discharge for probationers.
- \$11 million General Fund ongoing to augment the \$113.8 million General Fund base for the Community Corrections Performance Incentive Grant program (SB 678). This augmentation allows for each county to receive their highest ever payment under the last three years of the program and is intended to stabilize the grant program going forward.
- \$13.8 million General Fund for the temporary increase in the average daily population of offenders on Post-Release Community Supervision as a result of the implementation of Proposition 57. This is a decrease of \$1 million compared to the amount provided in 2019-20.

Supplemental Trial Court Security

The Governor's January budget proposal continues the existing \$7 million General Fund appropriation for supplemental trial court security for counties who have experienced an increased security need due to the construction of new courthouse facilities. The budget also

includes \$4.2 million General Fund for bailiff costs associated with the authorization of new judgeships in recent years. This is an increase of \$400,000 over the amount provided in 2019-20.

Proposition 47 Savings Estimate

Proposition 47, passed by the voters in November 2014, requires misdemeanor rather than felony sentencing for certain property and drug crimes, and permitted inmates previously sentenced for these reclassified crimes to petition for resentencing. Each year, state savings from the implementation of Proposition 47 is required to be transferred and re-allocated in grant programs, as specified in the initiative. The Governor's January budget proposal estimates total state savings of \$122.5 million for 2019-20, an increase of \$44.1 million compared to the state savings in last year's budget.

Local Jail Oversight

The Governor's January budget proposal states that the Administration proposes to strengthen the state's oversight of county jails. While there are little details on the additional oversight, the summary states, "The Board of State and Community Corrections will more actively engage counties regarding deficiencies identified as part of its inspections through its public board meeting process and by more frequent follow-up inspections. The Board will also provide additional technical assistance to those counties where issues are identified. Also, as part of the Title 15 jail standards review, the Board will make sure the standards are consistent with national best practices."

Indigent Defense

The Governor's January budget proposes \$4 million General Fund to expand the mission of the Office of the State Public Defender to include improving the quality of indigent defense services provided by counties. Funding will be used for training and technical assistance for attorneys providing indigent defense. An additional \$10 million General Fund one-time is proposed for the Board of State and Community Corrections to supplement local funding for indigent criminal defense.

California Department of Corrections and Rehabilitation (CDCR)

The Governor's January budget proposal includes a total of \$13.1 billion General Fund for the California Department of Corrections and Rehabilitation (CDCR). New investments focus on offender access to higher education opportunities; clustering of youthful offenders (under the age of 26) together within existing adult institutions for more intensive programming; offender access to modern technology; expanded visitation hours at nine institutions; staff development; infrastructure, including roofs and video surveillance; and health and mental health care.

ACTION

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Capacity and Proposition 57

Following the implementation of Proposition 57, CDCR's adult inmate population projections show the population is expected to continue to decline over the next several years. CDCR projects the population will decline by 4,300 offenders between June 2021 and June 2024. Given the ongoing decline, the Governor's January budget assumes ending all private in-state contract correctional facilities for male inmates by April 2020; phasing out two of the remaining three public in-state male contract correctional facilities by 2021, and the third by July 2022; and, if the population projections hold, closing a state-operated prison within the next five years.

Juvenile Justice Reorganization

The Governor's January budget proposal continues the transition of the Division of Juvenile Justice (DJJ) from CDCR to the new Department of Youth and Community Restoration, within the California Health and Human Services Agency, effective July 1, 2020. To effectuate this transition, the budget includes the transfer of \$264.3 million and 1,303.9 positions from DJJ to the new department.

Judicial Branch

The Governor's January budget proposal includes a total of \$4.3 billion all funds for the Judicial Branch, of which \$2.4 billion is for trial court operations. New General Fund investments in the Judicial Branch focus on general operational cost increases; trial court fiscal equity; declining alternate revenue sources; court navigators to assist unrepresented individuals; and information technology.

Reducing Criminal Fines and Fees

The Governor's January budget proposal also includes \$11.5 million General Fund, increasing to \$56 million ongoing General Fund, to expand statewide an existing pilot program that allows indigent and low-income individuals to apply online to have their fines and fees from traffic infractions reduced in accordance with their ability to pay. The proposal also assumes the backfill of \$54 million in lost revenue for trial court operations.

Department of Justice

The Governor's January budget proposes \$32 million one-time various funds to backfill declining fine and fee revenue in the DNA Identification Fund to allow the Department of Justice to continue processing forensic evidence for client counties.

Agriculture, Environment and Natural Resources

The Governor's proposed budget includes significant investments to prepare for and protect against our changing climate. His proposal builds on legislative efforts, previous budget allocations, and ongoing policies to ensure that the state has adequate resources to mitigate climate risk, prepare for future events, and protect our the environmental health and safety.

Climate Resilience

The Governor's January budget proposal invests \$12.5 billion collectively over the next five years in three major priority areas, including a climate resiliency bond, ongoing investments from the state's cap and trade program, and a new climate catalyst fund, which will provide low interest loans for climate- related projects.

Climate Resilience Bond

The Administration is proposing a \$4.75 billion climate resilience bond for the November 2020 ballot. This builds on work of the Legislature to develop a consolidated legislative bond proposal into one single measure. The Governor's proposed bond outlines the Administration's priorities, overlapping somewhat with legislative vehicles, and aligns with the draft Water Resiliency Portfolio in addressing drought, flood risks and drinking water, as well as key investments in wildfire, extreme heat, sea level rise and community resilience. Discussions and negotiations will continue between the two houses and the Administration on a final proposal over the next several months.

Key proposed investments include: \$395 million to support local groundwater sustainability agencies; \$360 million to provide grants and loans to disadvantaged communities to improve access to safe drinking water; \$500 million to harden critical public infrastructure in vulnerable communities; \$500 million to prepare for sea level rise, including funding to support coastal communities in planning for sea level rise; and, finally \$250 million for local communities to improve community resiliency planning and construct new and retrofit existing community resiliency centers.

Proposed Resilience Bond Investments (\$ in millions)

Investment Category	Department	Program	Amount
Drinking Water, Flood,	Department of Water Resources / State Water	Regional and Inter-regional Water Resiliency	\$1,000

ACTION

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Drought	Resources Control Board		
	Department of Water Resources	Sustainable Groundwater Management	\$395
	State Water Resources Control Board	Safe Drinking Water	\$360
	Department of Water Resources	Flood – Urban/USACE Projects	\$340
		Flood – System-wide Multi-benefit	\$270
	Natural Resources Agency	Salton Sea	\$220
	California Department of Food and Agriculture	Environmental Farming Incentive Program	\$200
	Department of Fish & Wildlife	Enhanced Stream Flows and Fish Passage	\$140
Subtotal			\$2,925
Wildfire	Natural Resources Agency, CAL FIRE, and Office of Emergency Services	Hardening of Critical Community Infrastructure	\$500
	CAL FIRE	Forest Health	\$250
	Subtotal		\$750
Sea Level Rise	Ocean Protection Council	Coastal Wetland Restoration	\$320
		Nature-Based Solutions to Build Resilience	\$130
		Demonstration Projects to Protect Critical Infrastructure	\$50
	Subtotal		\$500
Extreme Heat	Natural Resources Agency	Urban Greening & Forestry	\$200
	Strategic Growth Council	Cool Surface Materials	\$125
	Subtotal		\$325

Community Resilience	Strategic Growth Council	Community Resilience Planning	\$25
		Community Resiliency Centers	\$225
	Subtotal		\$250
TOTAL:			\$4,750

Cap & Trade Expenditure Plan

The Governor's proposed January budget includes the allocation of \$965 million in cap and trade expenditures. The annually appropriated revenues from cap and trade are focused on several existing program areas, including CAL Fires' forest health and fuels reduction program, support for the AB 617 Air Quality Program, and investments in low carbon transportation, such as the Clean Vehicle Rebate Program. Notably, the plan only includes \$15 million for waste diversion to CAL Recycle to help implement our waste diversion requirements. However, additional investments are proposed in this area through the proposal of a Climate Catalyst Fund (see next section).

2020-21 Cap and Trade Expenditures (\$ in millions)

Investment Category	Department	Program	Amount
Air Toxic and Criteria Air Pollutants	Air Resources Board	AB 617 – Community Air Protection and Local Programs to Reduce Air Pollution	\$200
		AB 617 – Local Air District Implementation	\$25
		AB 617 – Technical Assistance to Community Groups	\$10
Low Carbon Transportation	Air Resources Board	Clean Vehicle Rebate Program	\$125
		Clean Trucks, Buses, & Off-Road Freight	\$150

		Equipment	
		Enhanced Fleet Modernization Program, School Buses & Transportation Equity Projects	\$75
		Agriculture Diesel Engine Replacement & Upgrades	\$50
Climate Smart Agriculture	Department of Food and Agriculture	Healthy Soils Program	\$18
Healthy Forests	CAL FIRE	Healthy & Resilient Forests	\$165
		Forest Carbon Plan: Prescribed Fire and Fuel Reduction	\$35
		2019 Fire Safety Legislation	\$8
Short-Lived Climate Pollutants	CalRecycle	Waste Diversion	\$15
	Department of Food & Agriculture	Methane Reduction	\$20
Integrated Climate Action: Mitigation & Resilience	Coastal Commission & SF Bay Conservation and Development Commission	Coastal Resilience	\$4
	California Conservation Corps	Energy Corps	\$7
Workforce Training	Workforce Development Board	Apprenticeships and Job Creation/Just Transition Strategies for a Carbon Neutral Economy	\$33
Research and Technical Assistance	Natural Resources Agency, California Energy Commission, Office of Planning and	Climate Change Research, Technical Assistance, and Capacity Building	\$25

	Research, and Strategic Growth Council		
TOTAL:			\$965

Climate Catalyst Fund

The Governor's January budget proposes to create a new Climate Catalyst Revolving Loan Fund to provide low-interest loans for a portfolio of climate-related projects that would help meet the state's greenhouse gas and resiliency goals. The fund includes a \$1 billion ongoing general fund investment, with \$250 million proposed in 2020-21 to be administered by the state's Infrastructure Economic Development Bank (iBank), with direction from the Strategic Growth Council and Labor and Workforce Development Agency.

The fund will focus on projects in key areas including the following:

- Transportation Emissions Reductions – Zero Emission Vehicles and Charging Infrastructure;
- Climate Smart Agriculture & Forestry – Dairy digesters, agriculture equipment replacement, small business/ landowner loans for forest management and community hardening;
- Waste Management/Circular Economy – Municipal waste and recycling, compost, methane capture and utilization. This area includes a particular emphasis on small business owners and emerging technologies.

Energy – PG&E

The Governor reiterated his Administration's commitment to ensuring that Californians have access to safe, reliable, affordable and clean energy. With PG&E, the state's largest Investor Owned Utility (IOU), working its way through the bankruptcy process, the budget does not expressly contemplate a specific proposal or budget allocation for a specific path forward. That said, the Governor is clear in his desire to hold PG&E accountable, stating "if protecting Californians' interests and ensuring the necessary transformation requires further intervention, including a state takeover of the utility (PG&E), the Administration will work with the Legislature to secure necessary statutory changes, appropriations to support transactional and planning costs, and liquidity measures."

ACTION

CALIFORNIA STATE ASSOCIATION OF COUNTIES

EMERGENCY PREPAREDNESS AND RESPONSE

With the ever-present threat of catastrophic wildfire, the Governor's proposed budget expands investments to CAL Fire, the Governor's Office of Emergency Services (Cal OES) and to local agencies to prepare for ongoing threats.

Department of Forestry and Fire Protection (CAL Fire)

The Governor's January proposed budget includes \$120 million General Fund to CAL Fire for operational flexibility and ongoing investments in staffing, infrastructure and pre-positioning of fire equipment.

Wildfire Forecast and Threat Intelligence Integration Center

Senator Bill Dodd's SB 209 (Chapter 405, Statutes of 2019) required Cal OES and CAL Fire to establish a Wildfire Forecast and Threat Intelligence Integration Center. The Center will serve as an organizing hub for wildfire forecasting activities, weather information, data consolidation, and assessment of wildfire threat. The proposed budget includes \$9 million General Fund and 22 positions across CAL Fire, Cal OES, the California Public Utilities Commission (CPUC) and the military. The Center will gather information and intelligence from a variety of sources to build timely and predictive weather and threat information to develop greater situational awareness statewide.

Wildfire Mitigation Financial Assistance Program – Home Hardening

Assembly Member Wood's AB 38 (Chapter 391, Statutes 2019) created a Wildfire Mitigation Financial Assistance Program to encourage home hardening and to help facilitate ongoing and increased vegetation management and defensible space activities. The Governor's January proposed budget includes \$110 million to create this fund, and directs CAL Fire and Cal OES to create a Joint Powers Agreement to administer \$100 million (state and federal funds) for a home hardening pilot program, with a focus on homes in low-income communities and in areas of high risk. In addition, the proposed budget includes \$8.3 million from cap and trade revenues directed to CAL Fire to support additional defensible space inspections.

Office of Emergency Services

The Governor's proposed January budget augments Cal OES's budget and includes an additional \$9.4 million to enhance staffing for disaster-related issues. In addition, the budget includes \$16.7 million in one-time General Fund dollars to increase funding through the California Disaster Assistance Act (CDAA). This augmentation increases the state's total CDAA funding in the proposed budget to \$79.3 million.

Community Power Resiliency

Building on the 2019 appropriation to local governments for Public Safety Power Shut-off related costs, the Governor's proposed budget includes an additional one-time allocation of \$50 million in general fund for Community Power Resiliency. These funds will support a

matching grant program to help local governments mitigate the impacts of Investor-Owned Utility power shut-offs.

Seismic Safety

The Governor's January proposed budget includes a one-time \$17.3 million General Fund loan for the operation and maintenance of the California Earthquake Early Warning System. In addition, the Administration is proposing to transfer the Seismic Safety Commission to Cal OES beginning in 2020-21. The budget also proposes a reduction in the number of appointed commissioners from 20 to 15, and an expansion of entities that are required to provide updates to the Commission on earthquake-related activities.

NATURAL RESOURCES

The Governor's January Budget proposes spending \$6.7 billion for programs in the California Natural Resources Agency. Included in this figure are funds for a "Cutting Green Tape" initiative at the Department of Fish and Wildlife (DFW). This initiative will bring together regulatory staff, local governments, environmental conservation groups, and other stakeholders and experts from across the state, to improve permitting and funding efficiencies for ecological restoration and stewardship projects. The budget includes \$4 million in ongoing General Fund and 16 positions for DFW to increase pace and scale of restoration work, and will help incorporate efficiencies into grant programs. DFW will form a restoration permitting team to provide early project consultation, hold permitting workshops, and incorporate the use of existing programmatic permitting options.

Department of Parks and Recreation

The Budget also includes \$65.1 million for the new Parks for All Initiative. Major components of the initiative include:

- Establishing a new state park – \$20 million General Fund for a new state park at an undisclosed location;
- Acquiring land to expand parks – \$4.6 million in bond funds to acquire inholding properties that expand existing state parks;
- Improving facilities in urban areas – \$8.7 million in Proposition 68 fund to expand access to state parks in urban areas;
- Improving Access for underserved populations – \$20 million General Fund to establish an outdoor equity grants program;
- Enhancing access programming – \$11.8 million to expand both technological and physical access to parks;
- Eliminate cost barriers for low income individuals – Funds will be provided to increase use of the low-income pass program.

ACTION

CALIFORNIA STATE ASSOCIATION OF COUNTIES

15

Department of Conservation

The Governor's January budget also proposes changes and increased funding to the state's oil and gas regulatory division, now known as California Geologic Energy Management Division (CalGEM). The changes will lead to stronger oversight of oil and gas extraction. Along with these changes the budget includes \$24.3 million special fund expenditures and 128 new positions to strengthen field enforcement of existing laws and regulations.

Finally, the Governor's January budget includes several one-time funding expenditures to improve and modernize operations at the Natural Resources agency. These investments include:

- Light Detection and Ranging (LiDAR) and Remote Sensing – \$80 million General Fund dollars to collect and make publically available high-quality airborne LiDAR data for the entire state;
- Air support to protect natural resources – \$6 million General Fund to DFW to purchase fixed wing aircraft to monitor species populations;
- Wetlands management – \$7.5 million General Fund to the DFW to modernize water conveyance systems to better manage wetlands, buffer against future climate scenarios, maximize, and reduce staff maintenance costs;
- Hatchery operations – \$6.5 million General Fund to DFW to modernize hatchery operations.

Recycling

The Governor's January budget proposes \$3.9 billion for the California Environmental Protection Agency (CAL EPA). Efforts are underway at both the Agency and the Legislature to deal with major changes in the commodity market for plastics and paper that have limited the state's ability to export recyclable materials abroad. The Budget expresses the Administration's support for circular economy programs that consider end of life recycling issues on the front end of product development. The Legislature is also looking at this concept and nearly passed SB 54/AB 1080 in 2019, which would have reduced unnecessary plastic packaging on the front end of goods sold in California. In addition to efforts on paper and plastics recycling, the Administration also cites California's Bottle Bill program as in need of reform.

State vs. Federal Environmental Policy

The Governor is proposing to allocate additional funding to both the California Air Resources Board (CARB) and the Office of Environmental Health Hazard Assessment (OEHHA) in response to federal actions to roll back certain environmental laws. In response, the Governor is proposing to allocate \$2.7 million to CARB to develop new statewide regulations to reduce exposure to air toxins from commercial and industrial facilities. In addition, the budget includes

\$6 million in General Fund dollars to OEHHA to develop and implement new risk assessment methods to evaluate environmental hazards, including toxicity of unassessed chemicals.

Cannabis

The Governor's January budget proposes to consolidate the three cannabis licensing entities into a single Department of Cannabis Control by July 2021. Currently, the Bureau of Cannabis Control, the Department of Food Agriculture, and the Department of Public Health all share unique responsibilities in licensing various parts of the cannabis industry. The Administration's proposal would centralize and align regulatory functions in a new stand-alone department that would create a single point of contact for cannabis licensees and local governments. In addition, the January budget proposes changes to the point of collection for cannabis taxes. The budget proposes moving responsibility for the cultivation excise tax from the final distributor to the first and for the retail excise tax from the distributor to the retailer. The changes would result in a loss of revenue in 2020-21, as the excise tax would be collected later in the process, with a small increase in revenue in future years.

The Cannabis Tax Fund is forecasted to generate \$479 million in 2019-2020 and \$550 million in 2020-21. This forecast assumes continued growth of more than 15 percent annually. Under Proposition 64, expenditures from the Cannabis Tax Fund are prioritized for regulatory and administrative workload necessary to implement, administer, and enforce the Cannabis Act. This is followed by research and activities related to the legalization of cannabis and the past effects of its criminalization. Once these priorities have been met, the remaining funds are allocated to youth education, prevention, early intervention, and treatment; environmental protection; and public safety-related activities. The Governor's January budget estimates \$332.8 million will be available of these purposes in 2020-21. The proposed allocation for the fund is as follows:

- Education, prevention, and treatment of youth substance use disorders and school retention – 60 percent (\$199.7 million);
- Clean-up, remediation, and enforcement of environmental impacts created by illegal cannabis cultivation – 20 percent (\$66.6 million);
- Public safety related activities – 20 percent (\$66.6 million).

Government Finance and Administration

Broadband

The Governor's January budget proposal outlines a plan to map existing broadband connectivity using a geographic information system (GIS)-based analysis. The analysis will use a combination

ACTION

CALIFORNIA STATE ASSOCIATION OF COUNTIES

of census data, information on existing public, private and state-owned broadband network infrastructure, and the costs of hardware to complete middle- and last-mile infrastructure.

In total, the state expects to provide \$260.9 million over the next five years for broadband infrastructure improvements and system-wide technology investments in K-12 education and California Community Colleges. These investments are part of the Five-Year Infrastructure Plan that totals \$53.3 billion, mostly for transportation infrastructure.

Paid Family Leave

Last year, the Governor's budget proposal outlined a long-term strategy to expand the Paid Family Leave (PFL) program by providing up to six months of paid parental leave for each child, and expanded individuals' leave from six to eight weeks. This year's January budget proposal briefly discusses expanding job protections to more workers so they can access PFL as well as providing resources to small businesses that provide PFL benefits to their employees.

2020 U.S. Census

The Governor's January budget proposal does not include any changes to census funding. In total, California has allocated \$187.2 million to support census activities, much of it for outreach to hard-to-count populations.

Revenue

Sales Taxes

Over half of sales tax revenue flows to local agencies, either directly or through state realignment funds. Although the sales tax is gradually deteriorating over time, as taxable sales become a smaller share of personal income, revenues are expected to slowly rise. The state's long-term revenue forecast estimates average year-over-year growth of 3.1 percent. Growth from the current year to the budget year is estimated to be 3.9 percent.

Property Taxes

The state's statistical modeling indicates that property taxes overall will rise more slowly over the next few years than they have recently. They estimate statewide increases of 6.4 percent in 2019-20 and 5.7 percent in 2020-21.

Economic Development

Recognizing that different areas of the state have different growth patterns and challenges, the Governor proposes to fund four positions for GO-Biz (the Governor's Office of Business and Economic Development) to be located in the Central Valley, Inland Empire, Central Coast, and North Coast. They are intended to help promote the benefits of those regions and facilitate business expansion.

ACTION

The Governor is also proposing \$50 million to support Fresno-area economic-mobility investments, split between \$33 million to establish an industry-academic collaboration to stimulate advanced sustainable agricultural production and \$17 million to plan educational pathways to improve social and economic mobility.

Statewide Issues

Reserves

Governor Newsom repeatedly referenced the state's robust reserves, which would total \$21 billion under his proposal, and the fact that the majority of the projected surplus is devoted to one-time spending. The Budget Stabilization Account would receive nearly \$2 billion in 2020-21, bringing it to a total of \$18 billion. The state also has a Safety Net Reserve of \$900 million and the Governor is proposing bringing the Public School System Stabilization Account balance up to \$487 million. The final piece of the state's reserves is the \$1.6 billion reserve for emergencies and unforeseen events that might arise during the budget year.

Unfunded Liabilities

Following last year's significant payments toward the state's unfunded retirement liabilities, which remain at an estimated \$250 billion, the Governor is proposing to dedicate all future Proposition 2 debt payments to them as well. For the budget year, that would include a \$340 million payment toward retiree health.

Health and Human Services

HUMAN SERVICES

In-Home Supportive Services

The In-Home Supportive Services (IHSS) program provides assistance and services to eligible older or disabled individuals to help them remain safely in their homes. The Governor's January budget proposal contains no changes to the structure of the new county In-Home Supportive Services (IHSS) Maintenance of Effort (MOE) that was negotiated last year and included in the budget trailer bill SB 80 (Chapter 27, Statutes of 2019). For 2020-21, the Governor's January budget proposal includes \$14.9 billion for IHSS, of which \$5.2 billion is from the General Fund. This is a 16 percent increase in General Fund costs over the 2019-20 costs. The budget proposal estimates that average monthly caseload will increase by 4.5 percent over the prior year projection to a total of 586,000 recipients in 2020-21. This also reflects \$1.1 billion (\$523.8 million General Fund) for the state minimum wage increases.

ACTION

CALIFORNIA STATE ASSOCIATION OF COUNTIES

IHSS Collective Bargaining Report

In addition to establishing the new IHSS MOE, SB 80 also required the Administration to issue reports to the Legislature on the status of IHSS collective bargaining contracts in every county, with the first report due by January 10, 2020. The Administration was required to consult with both CSAC and IHSS provider unions on this report. CSAC provided the latest information on IHSS collective bargaining that was obtained from a survey of counties to ensure that the county perspective on the status was incorporated into this report. At the time of publication, the report had not yet been made available.

IHSS Social Workers

The January budget proposal includes resources to support increased training for county social workers to promote consistency across the state in conducting needs assessments for IHSS recipients. The budget proposes \$3.7 million (\$1.9 million General Fund) in 2020-21 and \$240,000 (\$120,000 General Fund) ongoing.

IHSS Hours Restoration

The 2019-20 budget suspended the restoration of the seven percent cut in IHSS services hours on December 31, 2021. The Governor's January budget proposal would delay that suspension until July 1, 2023.

Continuum of Care Reform

The Continuum of Care Reform (CCR) enacted significant changes in the child welfare program that are intended to reduce the use of group homes, increase the availability of trauma-informed services and improve outcomes for foster youth. The January budget proposal includes \$548.6 million (\$373 million General Fund) to continue implementation of CCR.

Child Welfare Social Workers

The January budget proposal includes \$11 million (\$5.6 million General Fund) for child welfare workforce development. The funding would establish a child welfare social workers regional training academy in northern California, increase ongoing training for social workers and managers, and assess training effectiveness.

CalWORKs

The California Work Opportunity and Responsibility to Kids program is California's version of the federal Temporary Assistance for Needy Families (TANF) program, which provides temporary cash assistance to low-income families with children to meet basic needs as well as welfare-to-work services to help families become self-sufficient. The Governor's January budget proposal includes \$5.7 billion for CalWORKs program expenditures. The average monthly caseload is expected to decline by 1.4 percent in 2020-21.

CalWORKs Grant Increase

The Governor's January budget proposal provides funding for the 3.1 percent increase in the CalWORKs grant levels that is set to take effect October 1, 2020. The increased grant costs total \$73.6 million in 2020-21 and \$98.1 million in 2021-22.

Child Support Programs

The Governor's January budget proposal includes an increase of \$56 million (\$19.1 million General Fund) for local child support agencies (LCSAs) for continued implementation of a new budget methodology that was established in 2019-20. SB 80 (Chapter 27, Statutes of 2019) required the Department of Child Support Services to work with stakeholders, including the Child Support Directors Association, to propose updates to that new methodology. CSAC actively engaged in these methodology discussions during the fall.

In addition, the January budget proposal would increase the amount of child support payments that pass through to CalWORKs families. Currently, only \$50 passes through to the families and that amount is proposed to increase to \$100 for a family with one child and \$200 for a family with more than one child, effective January 1, 2022. It is anticipated that this change will decrease General Fund revenues by \$17 million and increase child support payments to CalWORKs families by \$34 million for 160,000 families. The budget proposal also includes \$1.4 million in 2021-22 for the needed automation changes. In addition, statutory changes are proposed that would forgive past due child support payments that are deemed uncollectible.

CalFresh

The CalFresh program is California's version of the federal Supplemental Nutrition Assistance Program (SNAP), which provides food benefits to low-income individuals and families.

County Administration Funding

The Governor's January budget proposal holds CalFresh county administration funding to the 2019-20 level. This results in an increase of \$26.9 million General Fund in 2020-21. The budget also outlines a goal to propose a new budgeting methodology for CalFresh administration in the May Revision based on ongoing conversations with counties and the County Welfare Directors Association.

Food Banks

In response to federal rule changes impacting CalFresh benefits, the Governor's January budget proposal includes \$20 million one-time General Fund for food banks to support increased food purchases that result from the reduction in CalFresh benefits.

ACTION

CALIFORNIA STATE ASSOCIATION OF COUNTIES

HEALTH

Medi-Cal California Healthier For All (Formerly CalAIM)

Governor Newsom is investing in his ambitious proposal to streamline and improve the state's Medi-Cal program with the Medi-Cal California Healthier for All initiative. He proposes investing a total of \$695 million (\$348 million General Fund) in 2020-21, and \$1.4 billion total in 2021-22 and 2022-23. The Governor anticipates reducing these investments in implementation to \$790 million in 2023-24, and will present an updated request for funding to support the state's implementation operations, estimated at \$40 million (\$20 million General Fund) for now.

For counties, the proposed budget includes General Fund investments to assist in Medi-Cal California Healthier For All payment reform, system integration, and data sharing and collection efforts. The Governor's January budget proposal earmarks \$45.1 million 2020-21 and \$42 million in 2021-22 for county behavioral health systems.

Please note that the Governor also ties the California Healthier For All initiative to his efforts to combat homelessness, including the proposal to sustain Whole Person Care and provide new housing and social services benefits to those enrolled in managed care plans. For more information about California Healthier For All, please visit the [state's webpage](#). CSAC will provide additional resources on the county impacts of the California Healthier For All initiative.

Medi-Cal County Administration

The Governor's January budget proposal provides an increase of \$67.7 (\$23.7 million General Fund) for Medi-Cal county administration over the 2019-20 funding level. This increase results from an adjustment based on the growth in the California Consumer Price Index. The 2018-19 budget established the new Medi-Cal County Administration methodology that includes this annual adjustment based on the California Consumer Price Index.

Alzheimer's Training

The Governor's Budget includes \$3.6 million one-time General Fund to develop a training program for family caregivers. The Alzheimer's Disease Centers will develop a training program that focuses on assisting families in navigating the various systems that support individuals living with the disease.

AB 85

The Governor estimates \$589.8 million in savings from counties in 2020-21. This funding is statutorily required to offset state CalWORKs costs.

New Vaping Tax

The Governor's Budget includes a proposal for a new tax on E-cigarettes beginning on January 1, 2021. The anticipated revenues from this new tax will be placed in a fund designated to be

used for the administration, enforcement, youth prevention, and health care workforce programs. The intent of the tax is to tackle the significant increase in the number of youth participating in vaping activities. The Budget also includes \$9.9 million for the Department of Tax and Fee Administration for administration of the tax and \$7 million to the California Highway Patrol to coordinate with the Department of Justice on the establishment of a task force to combat the illegal distribution of vaping products. The Governor additionally stated his support for a statewide ban of all flavored nicotine products.

Adverse Childhood Experiences Training and Campaign

The Governor's budget proposes an investment of \$10 million one-time General Fund to develop an adverse childhood experiences campaign and public awareness campaign. The Office of the Surgeon General will be tasked with developing the training program through engagement with experts in various disciplines, including early childhood, education, government and law enforcement. The Office of the Surgeon General will have the responsibility of accrediting the training program.

Behavioral Health Task Force

The Governor's Budget prioritized behavioral health. The Budget establishes a Behavioral Health Task Force within the California Health and Human Services Agency. This Task Force will coordinate with state departments, counties, and other stakeholders to review existing policies and programs to improve the quality of behavioral health care statewide.

The Administration also announced a proposal to be released in the spring for a Mental Health Services Act (MHSA, Proposition 63 of 2004) reform. Counties stand ready to work with the Governor to improve the efficiency, flexibility, accountability and transparency of the MHSA, starting with ensuring that Counties can continue to serve some of California's most vulnerable, individuals with mental illnesses, through this critical local funding source.

Housing

The Governor stated his commitment to build on housing investments made in the 2019 Budget Act and on pursuing policy changes that support housing production. The Governor's January budget proposal continues to fund a \$500 million annual expansion of state affordable housing tax credits authorized last year. The proposal also appropriates \$10 million annually over the next three years to support efforts to increase housing production by continuing to provide assistance to local governments through the Department of Housing and Community Development.

ACTION

CALIFORNIA STATE ASSOCIATION OF COUNTIES

The Governor emphasized his commitment to continue working with the Legislature on efforts to expedite housing production, including changes to local zoning and permitting processes and by adding predictability to and reducing the costs of development fees. The Governor's January budget states that, over the next year, the Administration will explore the creation of an agency exclusively focused on housing and homelessness in an effort to improve coordination and disbursement of funding across government and remove potential barriers to greater housing production.

1991 Realignment Estimated Revenues and Expenditures - 2020-21 Governor's Budget
(Dollars in Thousands)

2018-19 State Fiscal Year							
Amount	CalWORKs MOE	Health	Social Services	Mental Health	Family Support	Child Poverty	Totals
Base Funding							
Sales Tax Account	\$752,888	\$-	\$2,152,263	\$34,036	\$450,130	\$104,422	\$3,493,738
Vehicle License Fee Account	367,663	900,036	172,864	95,260	299,963	254,172	2,089,958
Total Base	\$1,120,551	\$900,036	\$2,325,127	\$129,296	\$750,093	\$358,594	\$5,583,696
Growth Funding							
Sales Tax Growth Account:	-	-	177,465	-	-	-	177,465
Caseload Subaccount	-	-	(177,465)	-	-	-	(177,465)
County Medical Services Growth Subaccount	-	-	-	-	-	-	-
General Growth Subaccount	-	-	-	-	-	-	-
Vehicle License Fee Growth Account	-	131	62,948	164	-	40,139	103,382
Total Growth	\$-	\$131	\$240,413	\$164	\$-	\$40,139	\$280,847
Total Realignment 2018-19^{1/}	\$1,120,551	\$900,167	\$2,565,540	\$129,460	\$750,093	\$398,733	\$5,864,543
2019-20 State Fiscal Year							
Base Funding							
Sales Tax Account	\$752,887	\$35,237	\$2,329,728	\$34,036	\$414,893	\$104,422	\$3,671,203
Vehicle License Fee Account	367,664	1,029,185	218,770	95,424	187,986	294,310	2,193,339
Total Base	\$1,120,551	\$1,064,422	\$2,548,498	\$129,460	\$602,879	\$398,732	\$5,864,542
Growth Funding							
Sales Tax Growth Account:	-	18,091	86,004	36,696	-	43,243	184,034
Caseload Subaccount	-	-	(86,004)	-	-	-	(86,004)
County Medical Services Growth Subaccount	-	-	-	-	-	-	-
General Growth Subaccount	-	(18,091)	-	(36,696)	-	(43,243)	(98,030)
Vehicle License Fee Growth Account	-	9,893	-	20,066	-	23,647	53,606
Total Growth	\$-	\$27,984	\$86,004	\$56,762	\$-	\$66,890	\$237,640
Total Realignment 2019-20^{1/}	\$1,120,551	\$1,092,406	\$2,634,502	\$186,222	\$602,879	\$465,622	\$6,102,182
2020-21 State Fiscal Year							
Base Funding							
Sales Tax Account	\$752,887	\$66,413	\$2,415,732	\$70,732	\$401,808	\$147,665	\$3,855,237
Vehicle License Fee Account	367,664	1,039,078	218,770	115,490	187,986	317,957	2,246,945
Total Base	\$1,120,551	\$1,105,491	\$2,634,502	\$186,222	\$589,794	\$465,622	\$6,102,182
Growth Funding							
Sales Tax Growth Account:	-	22,634	9,355	45,912	-	54,104	132,005
Caseload Subaccount	-	-	(9,355)	-	-	-	(9,355)
County Medical Services Growth Subaccount	-	-	-	-	-	-	-
General Growth Subaccount	-	(22,634)	-	(45,912)	-	(54,104)	(122,650)
Vehicle License Fee Growth Account	-	12,331	-	25,012	-	29,475	66,818
Total Growth	\$-	\$34,965	\$9,355	\$70,924	\$-	\$83,579	\$198,823
Total Realignment 2020-21^{1/}	\$1,120,551	\$1,140,456	\$2,643,857	\$257,146	\$589,794	\$549,201	\$6,301,005

^{1/} Excludes \$14 million in Vehicle License Collection Account moneys not derived from realignment revenue sources.

2011 Realignment Estimate¹ - at 2020-21 Governor's Budget

	2018-19	2018-19 Growth	2019-20	2019-20 Growth	2020-21	2020-21 Growth
Law Enforcement Services	\$2,560.7		\$2,633.8		\$2,757.2	
Trial Court Security Subaccount	559.7	\$7.3	567.0	\$12.3	579.3	\$11.2
Enhancing Law Enforcement Activities Subaccount ²	489.9	221.3	489.9	257.4	489.9	259.1
Community Corrections Subaccount	1,311.2	54.8	1,366.0	92.6	1,458.6	83.6
District Attorney and Public Defender Subaccount	37.9	3.7	41.6	6.2	47.7	5.6
Juvenile Justice Subaccount	162.0	7.3	169.3	12.3	181.7	11.2
<i>Youthful Offender Block Grant Special Account</i>	<i>(153.1)</i>	<i>(6.9)</i>	<i>(160.0)</i>	<i>(11.6)</i>	<i>(171.7)</i>	<i>(10.6)</i>
<i>Juvenile Reentry Grant Special Account</i>	<i>(8.9)</i>	<i>(0.4)</i>	<i>(9.3)</i>	<i>(0.7)</i>	<i>(10.0)</i>	<i>(0.6)</i>
Growth, Law Enforcement Services		294.4		380.8		370.7
Mental Health³	1,120.6	6.8	1,120.6	11.4	1,120.6	10.4
Support Services	3,756.7		3,885.6		4,103.4	
Protective Services Subaccount	2,336.2	61.0	2,397.2	103.2	2,500.4	93.2
Behavioral Health Subaccount	1,420.5	67.8	1,488.4	114.7	1,603.0	103.5
<i>Women and Children's Residential Treatment Services</i>	<i>(5.1)</i>	-	<i>(5.1)</i>	-	<i>(5.1)</i>	-
Growth, Support Services		135.6		229.3		207.1
Account Total and Growth	\$7,868.0		\$8,250.1		\$8,559.0	
Revenue						
1.0625% Sales Tax	7,156.8		7,498.1		7,800.6	
General Fund Backfill ⁴	-		4.7		9.4	
Motor Vehicle License Fee	711.2		747.3		749.0	
Revenue Total	\$7,868.0		\$8,250.1		\$8,559.0	

This chart reflects estimates of the 2011 Realignment subaccount and growth allocations based on current revenue forecasts and in accordance with the formulas outlined in Chapter 40, Statutes of 2012 (SB 1020).

¹ Dollars in millions.

² Base Allocation is capped at \$489.9 million. Growth does not add to the base.

³ Base Allocation is capped at \$1,120.6 million. Growth does not add to the base.

⁴ General Fund backfill pursuant to Revenue and Taxation Code sections 6363.9 and 6363.10.

FY20/21 Interim Redirection Calculation							
CMSP	20-21 Realignment		Maintenance of Effort	60% Realignment + 60% MOE	Jurisdictional Risk Limitation	Adjustment to CMSP Board	Redirection
	Sales Tax	VLF					
Alpine	\$ 46,536.06	\$ 118,295.96	\$ 21,465.00	\$ 111,778.21	\$ 13,150.00	\$ 98,628.21	\$ 13,150.00
Amador	\$ 652,076.31	\$ 1,618,049.84	\$ 278,460.00	\$ 1,529,151.69	\$ 620,264.00	\$ 908,887.69	\$ 620,264.00
Butte	\$ 4,613,829.96	\$ 10,831,834.66	\$ 724,304.00	\$ 9,701,981.17	\$ 5,950,593.00	\$ 3,751,388.17	\$ 5,950,593.00
Calaveras	\$ 709,487.13	\$ 1,717,136.46	\$ -	\$ 1,455,974.15	\$ 913,959.00	\$ 542,015.15	\$ 913,959.00
Colusa	\$ 568,985.74	\$ 1,375,220.28	\$ 237,754.00	\$ 1,309,176.01	\$ 799,988.00	\$ 509,188.01	\$ 799,988.00
Del Norte	\$ 652,182.10	\$ 1,595,258.07	\$ 44,324.00	\$ 1,375,058.50	\$ 781,358.00	\$ 593,700.50	\$ 781,358.00
El Dorado	\$ 2,605,122.43	\$ 6,273,273.74	\$ 704,192.00	\$ 5,749,552.90	\$ 3,535,288.00	\$ 2,214,264.90	\$ 3,535,288.00
Glenn	\$ 631,814.47	\$ 1,537,236.02	\$ 58,501.00	\$ 1,336,530.89	\$ 787,933.00	\$ 548,597.89	\$ 787,933.00
Humboldt	\$ 4,645,624.39	\$ 11,059,699.51	\$ 589,711.00	\$ 9,777,020.94	\$ 6,883,182.00	\$ 2,893,838.94	\$ 6,883,182.00
Imperial	\$ 4,629,483.31	\$ 10,887,856.89	\$ 772,088.00	\$ 9,773,656.92	\$ 6,394,422.00	\$ 3,379,234.92	\$ 6,394,422.00
Inyo	\$ 862,023.56	\$ 2,096,143.24	\$ 561,262.00	\$ 2,111,657.28	\$ 1,100,257.00	\$ 1,011,400.28	\$ 1,100,257.00
Kings	\$ 2,280,689.32	\$ 5,361,377.54	\$ 466,273.00	\$ 4,865,003.92	\$ 2,832,833.00	\$ 2,032,170.92	\$ 2,832,833.00
Lake	\$ 982,157.29	\$ 2,315,888.47	\$ 118,222.00	\$ 2,049,760.66	\$ 1,022,963.00	\$ 1,026,797.66	\$ 1,022,963.00
Lassen	\$ 666,791.89	\$ 1,647,251.09	\$ 119,938.00	\$ 1,460,388.59	\$ 687,113.00	\$ 773,275.59	\$ 687,113.00
Madera	\$ 2,278,126.05	\$ 5,302,077.16	\$ 81,788.00	\$ 4,597,194.73	\$ 2,882,147.00	\$ 1,715,047.73	\$ 2,882,147.00
Marin	\$ 5,267,754.49	\$ 12,698,523.06	\$ 1,196,515.00	\$ 11,497,675.53	\$ 7,725,909.00	\$ 3,771,766.53	\$ 7,725,909.00
Mariposa	\$ 364,707.62	\$ 890,859.78	\$ -	\$ 753,340.44	\$ 435,062.00	\$ 318,278.44	\$ 435,062.00
Mendocino	\$ 1,434,667.17	\$ 3,381,582.58	\$ 347,945.00	\$ 3,098,516.85	\$ 1,654,999.00	\$ 1,443,517.85	\$ 1,654,999.00
Modoc	\$ 402,226.92	\$ 980,435.12	\$ 70,462.00	\$ 871,874.42	\$ 469,034.00	\$ 402,840.42	\$ 469,034.00
Mono	\$ 535,297.66	\$ 1,342,453.29	\$ 409,928.00	\$ 1,372,607.37	\$ 369,309.00	\$ 1,003,298.37	\$ 369,309.00
Napa	\$ 2,216,424.87	\$ 5,319,136.88	\$ 546,957.00	\$ 4,849,511.25	\$ 3,062,967.00	\$ 1,786,544.25	\$ 3,062,967.00
Nevada	\$ 1,408,031.49	\$ 3,359,399.19	\$ 96,375.00	\$ 2,918,283.41	\$ 1,860,793.00	\$ 1,057,490.41	\$ 1,860,793.00
Plumas	\$ 610,031.42	\$ 1,446,083.68	\$ 66,295.00	\$ 1,273,446.06	\$ 905,192.00	\$ 368,254.06	\$ 905,192.00
San Benito	\$ 831,867.21	\$ 2,023,546.17	\$ -	\$ 1,713,248.03	\$ 1,086,011.00	\$ 627,237.03	\$ 1,086,011.00
Shasta	\$ 4,010,925.03	\$ 9,337,922.87	\$ 184,049.00	\$ 8,119,738.14	\$ 5,361,013.00	\$ 2,758,725.14	\$ 5,361,013.00
Sierra	\$ 132,137.55	\$ 320,809.37	\$ 7,330.00	\$ 276,166.15	\$ 135,888.00	\$ 140,278.15	\$ 135,888.00
Siskiyou	\$ 1,079,611.28	\$ 2,608,040.93	\$ 287,627.00	\$ 2,385,167.53	\$ 1,372,034.00	\$ 1,013,133.53	\$ 1,372,034.00
Solano	\$ 5,657,392.82	\$ 13,165,018.90	\$ 115,800.00	\$ 11,362,927.03	\$ 6,871,127.00	\$ 4,491,800.03	\$ 6,871,127.00
Sonoma	\$ 9,212,460.14	\$ 21,668,125.10	\$ 438,234.00	\$ 18,791,291.54	\$ 13,183,359.00	\$ 5,607,932.54	\$ 13,183,359.00
Sutter	\$ 2,145,766.14	\$ 5,197,394.10	\$ 674,240.00	\$ 4,810,440.14	\$ 2,996,118.00	\$ 1,814,322.14	\$ 2,996,118.00
Tehama	\$ 1,438,556.80	\$ 3,481,230.06	\$ 446,99				

*Opted for Historical Percentage

**FY 2017-18 Final Redirection Summary
2020 Governor's Budget**

CMSP	Previously Redirected	Calculated Redirection	Reconciliation (Due from County)
Alpine	\$ 13,150.00	\$ 13,150.00	\$ -
Amador	\$ 620,264.00	\$ 620,264.00	\$ -
Butte	\$ 5,950,593.00	\$ 5,950,593.00	\$ -
Calaveras	\$ 913,959.00	\$ 913,959.00	\$ -
Colusa	\$ 799,988.00	\$ 799,988.00	\$ -
Del Norte	\$ 781,358.00	\$ 781,358.00	\$ -
El Dorado	\$ 3,535,288.00	\$ 3,535,288.00	\$ -
Glenn	\$ 787,933.00	\$ 787,933.00	\$ -
Humboldt	\$ 6,883,182.00	\$ 6,883,182.00	\$ -
Imperial	\$ 6,394,422.00	\$ 6,394,422.00	\$ -
Inyo	\$ 1,100,257.00	\$ 1,100,257.00	\$ -
Kings	\$ 2,832,833.00	\$ 2,832,833.00	\$ -
Lake	\$ 1,022,963.00	\$ 1,022,963.00	\$ -
Lassen	\$ 687,113.00	\$ 687,113.00	\$ -
Madera	\$ 2,882,147.00	\$ 2,882,147.00	\$ -
Marin	\$ 7,725,909.00	\$ 7,725,909.00	\$ -
Mariposa	\$ 435,062.00	\$ 435,062.00	\$ -
Mendocino	\$ 1,654,999.00	\$ 1,654,999.00	\$ -
Modoc	\$ 469,034.00	\$ 469,034.00	\$ -
Mono	\$ 369,309.00	\$ 369,309.00	\$ -
Napa	\$ 3,062,967.00	\$ 3,062,967.00	\$ -
Nevada	\$ 1,860,793.00	\$ 1,860,793.00	\$ -
Plumas	\$ 905,192.00	\$ 905,192.00	\$ -
San Benito	\$ 1,086,011.00	\$ 1,086,011.00	\$ -
Shasta	\$ 5,361,013.00	\$ 5,361,013.00	\$ -
Sierra	\$ 135,888.00	\$ 135,888.00	\$ -
Siskiyou	\$ 1,372,034.00	\$ 1,372,034.00	\$ -
Solano	\$ 6,871,127.00	\$ 6,871,127.00	\$ -
Sonoma	\$ 13,183,359.00	\$ 13,183,359.00	\$ -
Sutter	\$ 2,996,118.00	\$ 2,996,118.00	\$ -
Tehama	\$ 1,912,299.00	\$ 1,912,299.00	\$ -
Trinity	\$ 611,497.00	\$ 611,497.00	\$ -
Tuolumne	\$ 1,455,320.00	\$ 1,455,320.00	\$ -
Yuba	\$ 2,395,580.00	\$ 2,395,580.00	\$ -
CMSP Board	\$ 189,636,030.10	\$ 189,636,030.10	\$ -
SUBTOTAL	\$ 278,704,991.10	\$ 278,704,991.10	\$ -
Article 13 60/40	Previously Redirected	Calculated Redirection	Reconciliation (Due from County)
Placer	\$ 3,293,703.06	\$ 3,293,703.06	\$ -
Sacramento	\$ 32,251,158.89	\$ 32,251,158.89	\$ -
Santa Barbara	\$ 8,225,925.90	\$ 8,225,925.90	\$ -
Stanislaus	\$ 11,036,431.04	\$ 11,036,431.04	\$ -
Yolo	\$ 3,561,585.08	\$ 3,561,585.08	\$ -
SUBTOTAL	\$ 58,368,803.97	\$ 58,368,803.97	\$ -
Article 13 Formula	Previously Redirected	Calculated Redirection	Reconciliation (Due from County)
Fresno	\$ 15,854,780.30	\$ 15,746,278.20	MAX \$ (108,502.10)
Merced	\$ 2,191,930.92	\$ 2,846,793.79	MAX \$ 654,862.87
Orange	\$ 42,099,745.34	\$ 41,851,118.38	MAX \$ (248,626.96)
San Diego	\$ 45,534,959.59	\$ 45,250,911.05	MAX \$ (284,048.54)
San Luis Obispo	\$ 2,921,701.83	\$ 2,901,722.71	MAX \$ (19,979.12)
Santa Cruz	\$ 3,800,914.50	\$ 3,760,947.66	MAX \$ (39,966.84)
Tulare	\$ 6,208,524.84	\$ 6,472,773.82	MAX \$ 264,248.98
SUBTOTAL	\$ 118,612,557.32	\$ 118,830,545.61	\$ 217,988.29
DPH	Previously Redirected	Calculated Redirection	Reconciliation (Due from County)
Alameda	\$ 45,039,703.29	\$ 33,873,858.43	MAX \$ (11,165,844.86)
Contra Costa	\$ 22,669,383.52	\$ 23,341,615.27	MAX \$ 672,231.75
Kern	\$ 16,113,007.14	\$ 16,093,512.45	MAX \$ (19,494.69)
Los Angeles	\$ -	\$ 309,792,340.02	MAX \$ 309,792,340.02
Monterey	\$ 6,039,852.36	\$ 5,934,621.15	MAX \$ (105,231.21)
Riverside	\$ 37,262,353.57	\$ 38,538,162.22	MAX \$ 1,275,808.65
San Bernardino	\$ 30,566,682.12	\$ 30,059,526.67	MAX \$ (507,155.45)
San Francisco	\$ -	\$ -	MAX \$ -
San Joaquin	\$ 18,695,222.88	\$ 19,626,197.15	MAX \$ 930,974.27
San Mateo	\$ 11,839,729.92	\$ -	MAX \$ (11,839,729.92)
Santa Clara	\$ 39,925,453.96	\$ 41,404,320.86	MAX \$ 1,478,866.90
Ventura	\$ 4,521,436.44	\$ 15,114,002.25	MAX \$ 10,592,565.81
SUBTOTAL	\$ 232,672,825.20	\$ 533,778,156.49	\$ 301,105,331.29
DHCS Total	\$ 351,285,382.52	\$ 652,608,702.10	\$ 301,323,319.58
Grand Total	\$ 688,359,177.59	\$ 989,682,497.17	\$ 301,323,319.58

Due from Counties
Due to Counties

\$ 325,661,899.26
\$ (24,338,579.68)